



**Joe Shirley, Jr.**  
**Chairman, District I**

**Alton Joe Shepherd**  
**Supervisor, District II**

**Travis Simshauser**  
**Vice Chairman, District III**

**THE APACHE COUNTY BOARD OF SUPERVISORS AND  
THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT**

**May 7, 2019**

**Board of Supervisors' Hearing Room, First Floor**

**75 West Cleveland Street**

**St. Johns, Arizona**

**8:30 a.m. MST (9:30 a.m. DMST)**

Invocation by Invitation.  
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY PUBLIC HEALTH SERVICES  
HELD IN CONJUNCTION WITH THE  
BOARD OF SUPERVISORS MEETING  
May 7, 2019**

1. Submission of Clinical Services Quarterly Update for January 2019 – March 2019.
2. Following a public hearing, discussion and possible approval of technical corrections to Ordinance No. 2018-11 for Procedures for Public Health Violation Hearings, adopted June 5, 2018.
3. Discussion and possible approval of the Professional Services Agreement with Marsha Gregory as a hearing officer for the Apache County Public Health Services District Environmental Health Program effective May 7, 2019 through May 7, 2024. This expense has been accounted for in the FY20 budget.

**NOTICE OF PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS  
May 7, 2019**

1. County Manager: Following a public hearing, discussion and possible approval of a Bingo License Application recommendation for the Concho Community Action Network (ConchoCAN) to hold bingo night every Monday at the Concho Community Center, 99 Apache County Road 5050, Concho, Arizona.
2. Emergency Management: Following a public hearing, discussion and possible approval to repeal Outdoor Fire Ordinance No. 2018-03 and possible adoption of the new Outdoor Fire Ordinance.
3. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (\*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

**County Manager/Clerk of the Board:**

- \*A. Request approval of demands as distributed to the Apache County Board of Supervisors between April 2, 2019 and May 7, 2019. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- \*B. Request approval of the minutes dated April 2, 2019 and April 10, 2019.
- \*C. Request approval to appropriate \$30,000 to the University of Arizona Cooperative Extension Agency for Apache County, for Fiscal Year 2019-2020. The funds are used for operating expenses, programs, staffing and travel.

**Human Resources:**

- \*D. District I: Request approval to eliminate a Facilities and Construction Worker II Position (Range 32) and create a Facilities and Construction Worker III position (Range 38).
- \*E. District I: Request approval to convert an Operations Manager position (Range 44) to an Administrative Coordinator position (Range 42). The position will be filled by the current employee at their current salary.
- \*F. Request approval of Arizona Local Government Employee Benefit Trust (AZLGEBT) FY2020 changes.

**Community Development:**

- \*G. Request re-appointment of John Freeman, a resident of Greer, Arizona to the Planning & Zoning Commission.

4. Recorder's Office: Discussion and possible approval of the annual maintenance fee and agreement with the Arizona Secretary of State for our voter registration system.
5. Recorder's Office: Discussion and possible approval of the annual maintenance fee and agreement with the Arizona Secretary of State for our membership in Electronic Registration Information Center (ERIC). This system allows Apache County to ensure voters are not registered multiple places.
6. Election Department: Discussion and possible approval to conduct a "Ballot by Mail" Maintenance and Operation Budget Override election for the St. Johns Unified School District on November 5, 2019.
7. Election Department: Discussion and possible approval to conduct a "Ballot by Mail" Board Member election for the Concho Wastewater Improvement District on November 5, 2019.
8. Election Department: Discussion and possible approval to conduct a "Ballot by Mail" election for White Mountain Communities Special Health Care District on November 5, 2019 to levy a secondary property tax.
9. District III: Discussion and possible approval to act as the fiscal agent for Concho Fire Department upon award of a grant through Gila River Indian Community.
10. District III: Discussion and possible approval of a letter of support to Town of Eagar on behalf of ATNI for their USDA Broadband grant submission.
11. District III: Presentation by Paul Greer of Arizona Game and Fish to provide a brief update on the Mexican Grey Wolf.
12. District III: Presentation by United States Forest Service - Springerville Ranger District to provide an update on the fire season.
13. Engineering Department: Discussion and possible approval to enter into an agreement between Apache County Engineering and HistoricStreetscapes Architecture PLLC for services at a cost of \$103,275.00 for the Lodge-Legacy Teen Center in Eagar, Arizona.
14. Engineering Department: Discussion and possible approval of an agreement between Apache County Engineering and Torrison Consulting LLC at a cost of \$88,281.00 to represent the interests of Apache County from conception to completion of the Lodge-Legacy Teen Center in Eagar, Arizona.
15. Engineering Department: Discussion and possible action to extend the limestone contract with Salt River Project through June 4, 2019.
16. Engineering Department: Discussion and possible approval to award Bid #201905 for contract trucking.

17. County Attorney: Discussion and possible approval of an Engagement to Represent agreement between Apache County and Fennemore Craig, P.C., Theodora Oringer, P.C., and Andrews & Thornton to represent Apache County in the civil suit against those legally responsible for the wrongful manufacture and distribution of prescribed opiates and damages caused.
18. Emergency Management: Discussion and possible action to extend the State of Emergency declared on February 21, 2019.
19. Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.
  - Eastern Arizona Counties Organization meeting on May 22, 2019 at 3:00 p.m. located at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
  - The Small Counties Forum meeting on May 22, 2019 at 5:30 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
  - The County Supervisors Association meeting on May 23, 2019 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
20. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

*Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.*

Posted May 2, 2019 @ 3:00 p.m. by BTB.

  
Ryan N. Patteson  
Clerk of the Board

Apache County Board of Directors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Chris Sexton, Director ACPHSD

Date/Signature: 04/15/19

Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD submits Clinical Services Quarterly update for January 2019 – March 2019.

BOS Meeting Date Requested 05/07/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

x

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



# Apache County Public Health Services District

Chris Sexton  
Public Health Director

Cleta Keller RN, BSN  
Clinical Services, Division Manager

*This report is required by the State Surveyor.*

*Marian Bigelow, RN*

*Carla Walker, Immunization Coordinator II*

*Valerie Simpson, TB, STI, FP/WW Coordinator I*

## Clinical Services Quarterly Update January 2019 through March 2019

### Immunization Program

During this quarter the Clinical Services Division focused on sending out reminders to parents with children that are due MMR vaccinations, since there was an active case of measles identified in Pima County. An additional focus was billing and collection of insurance reimbursement for all the flu and other immunizations given during the previous quarter. During this quarter, the Clinical Services Division administered 306 immunizations.

### Tuberculosis Program

Thirty-five TB tests were administered during this quarter. No positive TB tests were reported and no reports of suspected TB disease were reported to Apache County Public Health.

Month	# of TB Skin Tests	# Positive
January	7	0
February	4	0
March	24	0

RNs, Marian Bigelow and Cleta Keller, attended a week long training for TB case management. The training was provided by the Curry International Tuberculosis Center (CITC). CITC creates, enhances and disseminates state-of-the-art resources and models of excellence and performs research to control and eliminate tuberculosis in the United States and internationally. Committed to the belief that everyone deserves the highest quality of care in a manner consistent with his or her culture, values and language, CITC develops and delivers highly versatile, culturally appropriate trainings and educational products, and provide technical assistance. CITC is designated as a Tuberculosis Center of Excellence for Training, Education, and Medical Consultation (TB COE) through a funded cooperative agreement with the Centers for Disease Control and Prevention. CITC serves the Western Region. Both Marian and Cleta, felt very fortunate to have had the opportunity to attend such a high quality training and are ready to respond to an active case of TB, when necessary.

## Well Woman/Family Planning Program

Three Well Woman/Family planning clinics were held this quarter in the Springerville Clinic. Forty-eight clients were seen during this quarter for Well Woman/Family Planning services; including annual exams, birth control refills, injections, STI testing, or other issues.

Month	FP/WW Clients served
January	18
February	19
March	11

## Sexually Transmitted Infection (STI) Program

STIs continue to be reported the Health Department. Outreach to providers has been ongoing as there are physicians in our county that do not appropriately treat syphilis cases. The reason for inappropriate treatment is that many physicians have not ever seen a syphilis case before. The CDC treatment protocols are sent to physicians as they are identified.

## Education/Activities/Conferences

Date(s)	Activity/Conference	Attendees
1/2/19	Epidemiologic Surveillance Capacity (ESC) Monthly webinar	Cleta Keller
1/7/19	New Hire Orientation	Cleta Keller, Marian Bigelow
1/14/19	Women's Clinic	Valerie Porter, Cleta Keller, Marian Bigelow
1/15/19	ADHS Site Visit for the Family Planning Grant	Cleta Keller, Valerie Porter, Marian Bigelow
1/16/19	Arizona Association of Public Health Nurses (AzAPHN) Leadership Conference call	Cleta Keller
1/17/19	Navajo Infectious Disease Epidemiology Team conference call	Cleta Keller
1/23/19	Arizona Opioid Abuse Prevention Initiative Stakeholder Meeting-conference call	Cleta Keller
1/23/19	5 Step System to Grow Your Health Department in 30 Days	Carla Walker, Marian Bigelow
1/30/19	Immunization Service Meeting-Webinar	Carla Walker
1/31/19	AzAPHN in-person meeting in Phoenix	Cleta Keller
2/6/19	Epidemiologic Surveillance Capacity (ESC) Monthly webinar	Cleta Keller
2/6/19	St Johns Clinic	Carla Walker, Cleta Keller
2/7/19	Navajo Infectious Disease Epidemiology Team conference call	Cleta Keller
2/11/19	Women's Clinic	Cleta Keller,

		Valerie Porter, Marian Bigelow
2/11/19	Bloodborne Pathogen Instruction-RV High School Home Economics Class	Cleta Keller
2/12/19	STI Instruction-McNary Middle School	Cleta Keller, Amanda Henson, Terri Sloan
2/19/19	Suicide Prevention Through the Use of Motivational Interviewing	Cleta Keller
2/19/19	STD Toolbox Workgroup Meeting	Cleta Keller
2/21/19	Webinar: Legislative Update	Cleta Keller
2/25/19	CPR Instruction-SJ Road Yard	Cleta Keller
2/26/19	Webinar-Community Leader	Cleta Keller
2/27/19	Meeting with North Country Healthcare-Well Woman Program	Valerie Porter, Marian Bigelow, Cleta Keller
2/28/19	AzAPHN Quarterly Business Meeting in Phoenix	Cleta Keller
3/5/19	TB tests at the Beehive	Cleta Keller
3/5/19	STI Instruction at McNary Middle School	Cleta Keller
3/6/19	Audit of Kindergarten shot records at Pine Springs Day School	Carla Walker, Cleta Keller
3/6/19	TB tests at Hinkson House	Carla Walker, Cleta Keller
3/7/19	Read TB tests at Beehive	Cleta Keller,
3/11/19	Webinar: 340B Pricing	Cleta Keller
3/12/19	Webinar: Celebrating the 25 <sup>th</sup> Anniversary of National Infant Immunization Week	Carla Walker
3/13/19	Webinar: Leading Community Groups	Cleta Keller
3/14/19	Quarterly CPR Instruction-RV	Cleta Keller
3/18/19- 3/22/19	TB Conference	Cleta Keller, Marian Bigelow
3/25/19	Webinar: Cross Sector Collaboration: Easy to Say, Challenging to Do: An Introduction to PHRASES	Cleta Keller
3/27/19	Introductory meeting with new Medical Director-Brandon Abbott	Cleta Keller, Marian Bigelow, Valerie Porter, Keli Sine-Shields

### **Complaints/Infection/Incidents**

Family Planning clients receiving services during the quarter were surveyed and all clients reported satisfaction with services. No infections or incidents were identified during this quarter.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, Organization, or County Department)

Chris Sexton Apache County Public Health Services/District

Date/Signature: 3-26-2019 *Chris Sexton*

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of technical corrections to Ordinance Number 2018-11, Procedures For Public Health Violation Hearings, adopted June 5, 2018.

BOS Meeting Date Requested: 5-7-19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature *[Signature]*

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials *[Signature]*

## PUBLIC HEARING NOTICE

The Apache County Board of Supervisors will hold a meeting on **Tuesday May 7, 2019 at 8:30 a.m.** in the Board of Supervisors Meeting Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board of Supervisors will hold a public hearing to consider and possibly approve the following item:

**PUBLIC HEARING**, the Apache County Public Health Services District is seeking consideration and possible approval of technical corrections to Ordinance Number 2018-11, **PROCEDURES FOR HEALTH VIOLATION HEARINGS**, adopted June 5, 2018

Those wishing to comment may do so in writing, by email, or in person. Mail comments to Apache County Public Health Services District, P.O. Box 697, St. Johns, AZ 85936 or send to: [csexton@co.apache.az.us](mailto:csexton@co.apache.az.us) . A copy of the proposed ordinance is available at the Apache County Public Health Services District Office, 75 W. Cleveland, Saint Johns or on the Apache County Public Health Services District web page.

*Will Run in Newspaper 4-16-19*

# PROCEDURES FOR PUBLIC HEALTH VIOLATION HEARINGS

## Section 1. Purpose

This Ordinance establishes the procedures for hearings before a public health hearing officer to ensure due process to the property owner and to the enterprise and to allow an objective presentation of all necessary facts and materials to the hearing officer. The primary goal of these rules is to protect the lawful interests of the property owner, the County, and, above all, the citizens of Apache County, whose delegation of power and contribution of resources must be administered as a public trust for their benefit. The Director of the Apache County Public Health Services District shall be referred to in this Ordinance as the "Director."

## Section 2. Public Health Inspection and Enforcement

### A. Duties

1. It shall be the duty of the Environmental Health Coordinator, Director of Public Health Services, the Apache County Sheriff, and all Apache County officials otherwise charged with the enforcement and following the law within the provisions of this Ordinance.

### B. Violations

1. The Director shall investigate potential public health violations in Apache County. To enforce compliance with all applicable public health ordinances, the Director shall issue notices as may be necessary by this Ordinance.

### C. Notices

1. Should the Director determine that a public health violation is occurring on the subject property, the Director shall issue a Warning Letter by certified or registered mail or by hand delivery to the property owner. The Warning Letter shall include:
  - a. A street address or legal description sufficient for identification of the subject property;
  - b. The Section of the Ordinance violated;
  - c. A statement of reasonable specificity detailing the nature of the violation;
  - d. Steps necessary or actions required to bring the subject property into compliance with the Ordinance;
  - e. The date, fifteen (30) (15) days from the date of the Warning Letter, on which all actions must be completed to remedy the violation.
  - f. The estimated cost to the County, chargeable to the owner, if the owner does not comply. (A.R.S. 11-268.A.1)

2. The Director shall re-inspect the subject property after the deadline stated in the Warning Letter. If the violation still exists, the Director has the authority to extend the compliance date by 30-day increments if significant and measurable progress is being made up to a not to exceed total period of 90 days or may issue a Notice of Violation and Demand for Compliance by certified or registered mail or by hand delivery to the property owner. The Notice of Violation and Demand for Compliance shall include:
  - a. A street address or legal description sufficient for identification of the subject property;
  - b. The Section of the Ordinance violated;
  - c. A statement of reasonable specificity detailing the nature of the violation;
  - d. Information on estimated cost to the County, chargeable to the owner, if the owner does not comply and any other possible penalties if the violation is not remedied;
  - e. Steps necessary or actions required to bring the subject property into compliance with the Ordinance;
  - f. The date, thirty (30) days from the date of the Notice of Violation and Demand for Compliance, on which all actions must be completed to remedy the violation (final deadline date);
  - g. A statement informing the property owner of his/her right to request a hearing regarding the violation within 10-days of this notice and including written directions of the hearing requirements and/or constraints.
3. The Director shall re-inspect the subject property after the deadline stated in the Notice of Violation and Demand for Compliance. If the violation still exists, the Director shall issue a Notice of Violation Hearing by certified or registered mail or by hand delivery to the property owner with written directions to the hearing requirements and/or constraints.
4. Notice of Violation Hearing shall be personally served on the alleged violator by the Director at least fourteen ~~(21)~~ (14) days prior to the hearing. If the Director is unable to personally serve the notice, the notice may be served by registered or certified mail. A notice served upon the alleged violator other than by personal service shall be served at least twenty ~~(30)~~ (20) days prior to the Violation Hearing.
5. The Notice of Violation Hearing shall include:
  - a. A street address or legal description sufficient for identification of the subject property;
  - b. The Section or Sections of any Ordinance or Regulation violated;

- c. A statement of reasonable specificity detailing the nature of the violation;
- d. The legal authority under which the hearing is to be held;
- e. The date, time, and location of the hearing;
- f. The nature of the hearing;
- g. Information on estimated cost to the County, chargeable to the owner, if the owner does not comply and any other possible penalties that may be issued by the hearing officer;
- h. A statement informing the property owner of his/her right to be represented by counsel and any limitations or constraints associated with that choice;
- i. A copy of the hearing procedures.

**D. Violation Hearing General Provisions**

1. Commencement. Every action or proceeding brought before the Hearing Officer for an Ordinance violation shall be commenced by the Director issuing a Notice of Violation and Demand for Compliance.
2. Notice. No notice shall be deemed insufficient for failure to contain a definite statement of the essential facts constituting the specific violation if the notice contains either a written description of the violation or reference to the applicable section of the Ordinance pertaining to the violation.
3. Right to Counsel or spokesperson. The alleged violator must notify the Hearing Officer in writing at least ten (10) days before the Violation Hearing date of the alleged violator's choice to be represented by counsel or spokesperson. Failure of the alleged violator to provide written notification constitutes a waiver of that right.
4. Discovery. Prehearing discovery shall be permitted upon written request to the Hearing Officer no later than fifteen (15) days prior to hearing.
5. Continuance. The Hearing Officer may, upon any motion of any party or on its own motion, continue the hearing for a period not exceeding sixty (60) days if it appears that the interests of justice so require. Absent extraordinary circumstances, no hearing shall be continued by the Hearing Officer without notice to both parties. The Hearing Officer, or the Hearing Officer's designated administrative assistant, shall notify both parties in writing of the new hearing date.

**E. Hearing Officer**

1. The Hearing Officer may ~~not~~ be an employee of the County ~~due to the appearance of a conflict of interest~~ and shall be selected and scheduled by the Director.

2. The Hearing Officer may cause to be issued subpoenas for the attendance of witnesses and for the production of books, records, documents and other evidence and shall have the power to administer oaths.
3. The Hearing Officer shall determine the location of the Violation Hearing.

**F. Appearance**

1. The alleged violator, counsel or spokesperson with the alleged violator, shall appear at the Violation Hearing at the date and time specified in the Notice of Violation Hearing to enter a plea of responsible or not responsible.
  - a. Admission of Responsibility. At the Violation Hearing, the alleged violator may admit responsibility by appearing in person on or before the Violation Hearing by providing by mail or otherwise to the Hearing Officer a short statement signed by the alleged violator or the alleged violator's counsel admitting the violation. Once a formal admission of responsibility is received by the Hearing Officer, the Hearing Officer shall vacate the Violation Hearing, issue a compliance order against the property owner and determine a penalty for the violation according to the guidelines set forth in Section 2(M)(K) of this Ordinance.
  - b. Denial of Responsibility. A denial of responsibility may be made by appearing in person or on or before the Violation Hearing by providing by mail or otherwise to the Hearing Officer a denial signed by the alleged violator or the alleged violator's counsel. Once a formal denial of responsibility is received by the Hearing Officer, the Violation Hearing will proceed into the parties' arguments.
  - c. Failure to Appear. If the alleged violator fails to appear for the Violation Hearing, or fails to provide an admission or denial by mail or otherwise, by the date and time specified in the Notice of Violation Hearing, the allegations filed against the alleged violator shall be deemed admitted, and the Hearing Officer shall enter default judgment for the County and issue a compliance order against the violator.

**G. Order of Procedure**

1. The order of the Violation Hearing shall be as follows:
  - a. The Hearing Officer shall call the case and briefly describe the procedures to be followed.
  - b. The County makes its statement.
  - c. The testimony of the County's witnesses is presented.
  - d. The respondent's statement is made.
  - e. The testimony of the respondent's witnesses is presented.
  - f. The statements and testimony of other attendees are presented at the discretion of the Hearing Officer.
  - g. The respondent's rebuttal is presented.



2. Any final decision shall include findings of fact and conclusions of law, separately stated.
  - a. Findings of fact shall be based exclusively on the evidence.
  - b. Findings of fact, if set forth in statutory language, shall be accompanied by a concise and explicit statement of the underlying facts supporting the findings.
3. Upon request a copy of the decision or order shall be delivered or mailed to each party and to his/her attorney of record.
4. Informal disposition may be made of any contested case by stipulation, agreed settlement, consent order or default.

**K. Penalties**

1. If the Hearing Officer finds that the property owner is responsible for the public health violation, the Hearing Officer may issue a compliance order and civil penalty against the property owner.
2. A compliance order issued pursuant to this section may provide for a civil penalty of not more than seven hundred fifty dollars for each violation by an individual and not more than five thousand dollars for a violation by an enterprise. A compliance order shall not impose a civil penalty for the same acts for which a court has previously imposed a civil or criminal penalty.
3. In determining the amount of a civil penalty under this section, the Director and the Hearing Officer shall consider the following:
  - a. The seriousness of the violation from the perspective of health and safety.
  - b. As an aggravating factor only, any economic benefit that results from the violation.
  - c. The history of the same of analogous violations.
  - d. The economic burden of the penalty on the violator.
  - e. Any good faith efforts to comply with the applicable requirements.
  - f. The duration of the violation as established by any credible evidence.
  - g. Payment by the violator of penalties previously assessed for the same violation.
  - h. Other factors affecting the public health and safety the Director deems relevant.
4. The Hearing Officer may waive any penalties imposed pursuant to this section if the violation is remedied within a reasonable time after the compliance order is issued.
5. The Director shall deposit all penalties collected pursuant to this section in the general fund of the County.

6. A compliance order issued pursuant to this section is final and enforceable in Superior Court unless the respondent files an appeal to the Director within fifteen (30) days after receiving the compliance order.

**L. Appeals**

1. An appeal of the Hearing Officer's final decision must be filed with the Director of the Apache County Public Health Services District within ~~fifteen~~ thirty (30) days after the final decision was ordered and written. If the respondent fails to file an appeal within the thirty (30) days, the Hearing Officer's decision is final and enforceable.
2. On appeal, the Director may affirm, modify or vacate the Hearing Officer's decision. The Director shall consider the factors prescribed in Section ~~2(J)~~(K)(3).
3. The Director's decision is enforceable as a judgment in superior court. The Director's decision is subject to appeal pursuant to A.R.S. Title 12, Chapter 7, Article 6.

6/0 in favor of recommend-  
Eagar Town Council that Ti-  
velopment Standards of the  
Eagar Zoning Code be  
as shown in Exhibit "A"; and

AS, the Town Council of the  
Eagar, Arizona has deter-  
at it is in the best interest  
th, safety and welfare of the  
Eagar and its residents, that  
Development Standards of the  
Eagar Zoning Code be  
as shown in Exhibit "A"; and

THEREFORE, BE IT OR-  
by the Mayor and Town  
of the Town of Eagar, Apache  
Arizona, that Title 18 General  
ns, Town of Eagar Zoning  
hereby amended as shown in  
Exhibit "A". All ordinances  
s of ordinances in conflict with  
visions of this ordinance or any  
the Code adopted herein by re-  
are hereby repealed effective  
day of April, 2019. If any sec-  
ubsection, sentence, clause,  
or portion of this ordinance or  
rt of "Title 18 General Provi-  
allowing placement of Tiny  
no less than 160 square feet,  
Town of Eagar Town Code"  
herein by reference is, for any  
held to be invalid or unconsti-  
by the decision of any court of  
ent jurisdiction, such decision  
ot affect the validity of the re-  
portions thereof.

ED AND ADOPTED by the May-  
Town Council of Eagar, Arizona  
day of April, 2019.

ST:  
le Brady  
Brady, Town Clerk/Finance Di-

OVED:  
ce Hamblin  
Hamblin, Mayor

ved as to Form:  
ett Rigg  
Rigg, Town Attorney

shed in the White Mountain Inde-  
nt: #36369, T, April 9, April 16,

RESOLUTION NO. 2019-03  
RESOLUTION OF THE MAYOR  
COUNCIL OF THE TOWN OF  
AR, ARIZONA, DECLARING AS  
BLIC RECORD THAT CERTAIN  
UMENT FILED WITH THE TOWN  
RK AND ENTITLED "ORDI-  
CE 2019-01 AMENDING THE EA-  
TOWN CODE BY AMENDING  
E 18, GENERAL PROVISIONS,  
OWING PLACEMENT OF TINY  
ES NO LESS THAN 160  
ARE FEET."

IT RESOLVED BY THE MAYOR  
COUNCIL OF THE TOWN OF  
AR, ARIZONA:

IT certain document "ORDINANCE  
01 AMENDING THE EAGAR  
N CODE BY AMENDING TITLE  
GENERAL PROVISIONS, ALLOW-  
PLACEMENT OF TINY HOMES  
LESS THAN 160 SQUARE FEET"  
copies of which are on file in the  
of the town clerk, is hereby de-  
to be a public record, and said  
es are ordered to remain on file  
the town clerk.

SED AND ADOPTED BY THE  
and Council of the Town of Ea-

hold a public hearing to consider and  
possibly approve the following item:  
PUBLIC HEARING, the Apache Coun-  
ty Public Health Services District is  
seeking consideration and possible  
approval of PROCEDURES FOR  
HEALTH VIOLATION HEARINGS a  
proposed ordinance.  
Those wishing to comment may do so  
in writing, by email, or in person. Mail  
comments to Apache County Public  
Health Services District, P.O. Box 697,  
St. Johns, AZ 85936 or send to: csex-  
ton@co.apache.az.us . A copy of the  
proposed ordinance is available at the  
Apache County Public Health Services  
District Office, 75 W. Cleveland, Saint  
Johns or on the Apache County Public  
Health Services District web page.

Published in the White Mountain Inde-  
pendent: #36593, T, April 16, 2019

**PUBLIC HEARING NOTICE**  
The Apache County Board of Supervi-  
sors will hold a meeting on Tuesday  
May 7, 2019 at 8:30 a.m. in the Board  
of Supervisors Meeting Room, located  
in the Apache County Annex at 75 W.  
Cleveland, St. Johns, Arizona, at  
which the Board of Supervisors will  
hold a public hearing to consider and  
possibly approve the following item:  
PUBLIC HEARING, the Apache Coun-  
ty Public Health Services District is  
seeking consideration and possible  
approval of technical corrections to Or-  
dinance Number 2018-11, PROCEDURE  
S FOR HEALTH VIOLATION  
HEARINGS, adopted June 5, 2018  
Those wishing to comment may do so  
in writing, by email, or in person. Mail  
comments to Apache County Public  
Health Services District, P.O. Box 697,  
St. Johns, AZ 85936 or send to: csex-  
ton@co.apache.az.us . A copy of the  
proposed ordinance is available at the  
Apache County Public Health Services  
District Office, 75 W. Cleveland, Saint  
Johns or on the Apache County Public  
Health Services District web page.

Published in the White Mountain Inde-  
pendent: #36600, T, April 16, 2019

Notice  
(for publication)  
**ARTICLES OF ORGANIZATION  
HAVE BEEN FILED IN THE OFFICE  
OF THE ARIZONA CORPORATION  
COMMISSION FOR**  
I. Name: The Juice Bar & Cafe, LLC  
II. The address of the known place of  
business is: 714 N. Main Street, Tay-  
lor, AZ 85939  
III. The name and street address of the  
Statutory Agent is: Brett Rigg, 377 E.  
White Mountain Blvd., Pinetop, AZ  
85935  
B. [x] Management of the limited liabil-  
ity company is reserved to the mem-  
bers.  
The names and addresses of each  
person who is a member are:  
(Please check appropriate box for  
each)  
Karen Selph, 714 N. Main St., Taylor,  
AZ 85939  
[X] member [ ] manager

Published in the White Mountain Inde-  
pendent: #36662, T, F, April 12, April  
16, April 19, 2019

Notice of Formation: The Ultimate  
Candle Company, LLC, Statutory  
Agent: Legalinc Corporate Services,  
Inc., 2 East Congress St., Suite 900-  
126, Tucson, AZ 85701. Business Ad-  
dress: 1681 S. Knoll Trl, Show Low,  
AZ 85901. Management of the LLC is  
reserved to the members. Members:

1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409

Name and Address of Original Trustor:

Derek A Gallegos, A Single Man and  
Alisa Sandberg, A Single Woman, as  
Joint Tenants with Rights of Survivor-  
ship

80 W 7th South, Snowflake, AZ 85937

Name, Address and Telephone Num-  
ber of Trustee:

Western Progressive - Arizona, Inc.  
Northpark Town Center  
1000 Abernathy Rd NE; Bldg 400,  
Suite 200  
Atlanta, GA 30328  
(866) 960-8299

TERMS OF SALE: The trustee is only  
able to accept cash or a cash equiva-  
lent, like a cashier's check or certified  
check

**NOTICE OF TRUSTEE'S SALE**

**SALE INFORMATION:**  
Sales Line: (866) 960-8299  
Website:  
http://www.altisource.com/Mortgage  
Services/DefaultManagement/Trustee  
Services.aspx

If the sale is set aside for any reason,  
including if the Trustee is unable to  
convey title, the Purchaser at the sale  
shall be entitled only to a return of the  
monies paid to the Trustee. This shall  
be the Purchaser's sole and exclusive  
remedy. The Purchaser shall have no  
further recourse against the Trustor,  
the Trustee, the Beneficiary, the Bene-  
ficiary's Agent, or the Beneficiary's At-  
torney.

DATED: March 26, 2019  
Western Progressive - Arizona, Inc.  
/s/ C. Scott  
C. Scott Trustee Sale Assistant

Pursuant to A.R.S. 33 - 803(A)(6), the  
trustee herein qualifies as a trustee of  
the Deed of Trust in the trustee's ca-  
pacity as a corporation all the stock of  
which is owned by Premium Title  
Agency, Inc., an escrow agent in the  
state of Arizona. The regulators of Pre-  
mium Title Agency are the Arizona De-  
partment of Insurance and the Arizona  
Department of Financial Institutions.  
Western Progressive - Arizona, Inc. is  
registered with the Arizona Corpora-  
tion Commission.

STATE OF Georgia  
COUNTY OF Fulton

On March 26, 2019, before me, the  
undersigned, a Notary Public in and  
for the said State, duly commissioned  
and sworn, personally appeared C.  
Scott personally known to me (or  
proved to me on the basis of satisfac-  
tory evidence) to be the person who  
executed the within instrument and ac-  
knowledged to me that he/she execut-  
ed the same in his/her authorized ca-  
pacity, and that by his/her signature  
on the instrument, the person, or the  
entity upon behalf of which the person  
acted, executed the instrument.

WITNESS my hand and official seal.  
/s/ Iman Walcott  
Iman Walcott  
(NOTARY PUBLIC STAMP)

Published in the White Mountain Inde-  
pendent: #36960, T, April 16, April 23,  
April 30, May 7, 2019

SIGNED AND SEALED this date:  
1/15/19  
Deanne Romo  
Clerk of the Superior Court  
By: /s/ illegible  
Deputy Clerk

Published in White Mountain Indepen-  
dent: #37029, T, April 16, April 23,  
April 30, May 7, 2019

**ARTICLES OF ORGANIZATION  
OF LIMITED LIABILITY COMPANY  
ENTITY INFORMATION**  
ENTITY NAME: Aspen Ridge Roofing,  
LLC  
ENTITY ID: 1936015  
ENTITY TYPE: Domestic LLC  
EFFECTIVE DATE: 01/04/2019  
CHARACTER OF BUSINESS: Con-  
struction  
MANAGEMENT STRUCTURE:  
Manger-Managed  
PERIOD OF DURATION: Perpetual  
PROFESSIONAL SERVICES: N/A  
STATUTORY AGENT INFORMATION  
STATUTORY AGENT NAME: Rayne  
Rush  
PHYSICAL ADDRESS: 1035 Snowy  
Rock Ridge Drive, SHOW LOW, AZ  
85901  
MAILING ADDRESS:  
KNOWN PLACE OF BUSINESS  
1035 Snowy Rock Ridge Drive, SHOW  
LOW, AZ 85901  
PRINCIPALS  
Member: Patty Rush - 1035 Snowy  
Rock Ridge Drive, SHOW LOW, AZ  
85901 ; USA -- Date of Taking Office:  
01/04/2019  
Member and Manager: Rayne Rush -  
1035 Snowy Rock Ridge Drive, SHOW  
LOW, AZ 85901 ; USA -- Date of Tak-  
ing Office: 01/04/2019  
ORGANIZERS  
Richard V. Campana: 10801 East  
Happy Valley Road, SCOTTSDALE,  
AZ 85255, USA,  
rcampana@scottslaw.com  
SIGNATURES  
Organizer: Richard V. Campana -  
02/12/2019

Published in the White Mountain Inde-  
pendent: 36173, T, F, April 9, April 12,  
April 16, 2019

**ORDINANCE NO 2019-02**  
AN ORDINANCE OF THE MAYOR  
AND TOWN COUNCIL OF THE  
TOWN OF EAGAR, ARIZONA  
AMENDING THE TOWN CODE -BY  
REVISING TITLE 15, BUILDING AND  
CONSTRUCTION.

BE IT ORDAINED BY THE MAYOR  
AND TOWN COUNCIL OF THE  
TOWN OF EAGAR, ARIZONA AS  
FOLLOWS:

WHEREAS, the Town council of the  
Town of Eagar, Arizona has deter-  
mined that it is in the best interest  
of the health, safety and welfare of  
the Town of Eagar and its residents,  
that Title 15, Building and Construction,  
of the Town code be revised; and

WHEREAS, the Town Council desires  
to amend the Town code by revising  
Title 15, Building and Construction as  
shown on exhibit "B.2" attached as  
part of this ordinance.

NOW THEREFORE, BE IT OR-  
DAINED BY the Mayor and Town  
Council of the Town of Eagar, Apache  
County, Arizona that Title 15, Building  
and Construction as shown on exhibit  
"B.2" is adopted. All ordinances and

RAW  
4/16/19

Unknown heirs and devisees of any of  
the above parties if they show up  
John Blair, 1681 S. Knoll Trl, Show  
Low, AZ 85901

Beth

Apache County Board of Directors  
AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, Organization, or County Department)

Director ACPHSD

Date/Signature: 03/25/19

Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of the Professional Services Agreement with Marsha Gregory as a Hearing Officer for the ACPHSD Environmental Health Program effective May, 7, 2019 through May 7, 2024. This expense has been accounted for in the FY20 budget.

BOS Meeting Date Requested 05/07/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

RB

## Kimberly Penrod

---

**From:** David Lamm  
**Sent:** Wednesday, March 27, 2019 10:14 AM  
**To:** Kimberly Penrod  
**Cc:** Chris Sexton  
**Subject:** RE: Emailing: Gregory HO Professional Services Agreement, Gregory HO Agreement

Kimberly,

Looks good.

Thanks,

David Lamm  
Interim Finance Director - Apache County  
75 W. Cleveland St.  
St. Johns, AZ 85936  
(928) 337-7634  
dlamm@co.apache.az.us

-----Original Message-----

**From:** Kimberly Penrod  
**Sent:** Monday, March 25, 2019 4:39 PM  
**To:** Josh Covey <JCovey@apachelaw.net>; David Lamm <dlamm@co.apache.az.us>  
**Cc:** Chris Sexton <csexton@co.apache.az.us>; Keli Sine-Shields <ksine@co.apache.az.us>  
**Subject:** Emailing: Gregory HO Professional Services Agreement, Gregory HO Agreement

Josh and David,

Please review the attached item.

You can send your approval to my attention.

If I could have the approval by April 25, 2019, I will then place it on the May 7, 2019 Agenda.

Thx,

Kimberly Penrod, Executive Assistant  
Apache County Public Health Services District  
PO Box 697 St. Johns, AZ 85936  
RV (928) 333-2415 \*6530 / SJ (928) 337-7694 kpenrod@co.apache.az.us

Your message is ready to be sent with the following file or link attachments:

Gregory HO Professional Services Agreement Gregory HO Agreement



## Apache County Public Health Services District

### Professional Services Agreement

**This Agreement** is made and entered into between the Apache County Public Health Services District (“District”) and Marsha Gregory, Judge (“Subcontractor”).

**Whereas**, the District requires the services of a Hearing Officer for the Apache County Public Health Services District Environmental Health Program, and

**Whereas**, the District wishes to contract with the Subcontractor for hearing officer services and the Subcontractor is willing to provide such services upon the terms and conditions set forth herein,

**Now, Therefore**, the parties agree as follows:

1. **Term.** This Agreement shall commence as of May 7, 2019 and shall continue in effect for one year and will be automatically renewed up to five years unless the parties terminate this agreement as provided in Section 9.
2. **Services.** The Subcontractor shall provide hearing officer services as stated in Apache County Ordinance number 2018-11 (copy attached) for Apache County Public Health Services District within the unincorporated non-tribal areas of Apache County.
3. **Compensation.** Subcontractor shall be compensated at \$40.00 per hour for a hearing that is conducted in one hour or less. For hearings lasting more than one hour, the Subcontractor will be compensated for the initial one hour plus one-quarter of the hourly rate for every fifteen (15) minutes or portion of fifteen (15) minutes exceeding the initial one hour.

Subcontractor shall be compensated \$0.58 per mile when travelling for a hearing to Saint Johns and returning to Round Valley. Subcontractor shall invoice the Apache County Public Health Services District for miles travelled. Invoice shall include the miles travelled and must be submitted within thirty (30) days after the hearing.

Subcontractor shall invoice the Apache County Public Health Services District for work he/she performs regarding the case that is not part of the actual hearing. Compensation shall be at \$40.00 per hour, charged in fifteen (15) minute increments. The invoice shall be submitted within thirty (30) days after the hearing.

4. **Independent Contractor.** In providing services hereunder, the Subcontractor is an independent contractor. The Subcontractor shall not be deemed an employee of the District and shall not be entitled to any benefits provided to District employees. Taxes, Social

Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.

5. **Insurance.** The subcontractor shall maintain in force during the terms of this Agreement, at the Subcontractor's expense, professional liability insurance in the amount of no less than \$1,000,000 per occurrence and such other insurance as the District may reasonably require. The Subcontractor shall provide the District with certificates of insurance evidencing all required policies and shall notify the District of a cancellation or decrease in the amount of coverage at least 30 days before the effective date of such cancellation or decrease. **For purposes of this section, subcontractor is a county employee, and as such, is covered by county liability insurance.**
6. **Compliance with Laws.** The Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder, all federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.
7. **Records and Reports.** The District shall retain all records generated as a result of this Agreement. The Subcontractor is familiar with all records retention and confidentiality requirements set forth in applicable federal and state laws and shall comply with all such requirements in handling records and information.
8. **Indemnification.** To the fullest extent allowed by law, each party (as "indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials, and employees (the "indemnitees") from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) related to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omissions in the performance of this Agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting there from, caused in whole or by part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).
9. **Termination.** This agreement shall terminate immediately and automatically upon the termination of the Contract for any reason. In addition, either party may terminate this Agreement for any reason with 30 days prior written notice to the other party. In addition, the District may terminate this Agreement upon written notice if the Subcontractor fails to cure any default in performance within 10 days after the delivery of a written notice of default by the District. This Agreement is also subject to cancellation pursuant to ARS § 38-511 (concerning conflicts of interest).

10. **Non-Assignment.** The Subcontractor shall not assign any right or interest in the Agreement without the District's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date

**APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT**

By \_\_\_\_\_

Date \_\_\_\_\_

**SUBCONTRACTOR:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

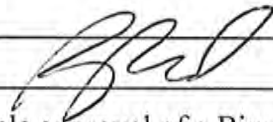
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager

Date/Signature: 4/29/19



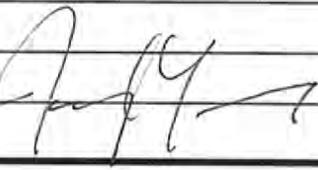
County Manager: Following a public hearing, discussion and possible approval of a Bingo License Application recommendation for the Concho Community Action Network (ConchoCAN) to hold bingo night every Monday at the Concho Community Center, 99 Apache County Road 5050, Concho, Arizona.

BOS Meeting Date Requested 5/7/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



FOR OFFICIAL USE ONLY PURSUANT TO A.R.S. § 5-404.A

- **License Applicants:** Complete lines 2, 3, and 4. Submit with entire license package to local governing body.
- **Local Governing Body:** Complete and return with license package to the Department of Revenue Bingo Section.

<input checked="" type="checkbox"/> New Application	<input type="checkbox"/> Change of Location	Date	License Number	
From (Name of local governing body) <b>Apache County Board of Supervisors</b>		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. <div style="border: 1px solid black; padding: 5px; width: 100px; height: 100px; margin: 0 auto;">                     [88]                               [81] PM                      [80] RCVD                 </div>		
Address (number and street, PO Box) <b>75 West Cleveland</b>				
City <b>St. Johns</b>	State <b>AZ</b>			ZIP Code <b>85936</b>
Phone No. (with area code) <b>(928) 337-7502</b>				

1 This is to certify that on \_\_\_\_\_ a hearing was conducted pursuant to Arizona Revised Statute, Title 5, Chapter 4, in the matter of:  
 Application for a bingo license by the following applicant.  
 Application for a bingo license location transfer.

2 Applicant's Name  
**ConchoCAN! (Concho Community Action Network)**

3 Location/Address where games will be conducted: **99 Apache County Road 5050**

City <b>Concho</b>	State <b>AZ</b>	ZIP Code <b>85924</b>
-----------------------	--------------------	--------------------------

4 Fill in the time on the days games will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.
<input type="checkbox"/> p.m.	<b>6</b> <input checked="" type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.

5 Background investigations:  
 have     have not been conducted on all individuals listed in the Bingo License Application.

6 Recommendation for the application:     Approved     Disapproved

7 Specific reasons for disapproval are hereby listed pursuant to A.R.S. § 5-404.1:

This endorsement must be signed by a delegated authority of the local governing body.

---

PRINTED NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ TITLE \_\_\_\_\_

**Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019**

FOR OFFICIAL USE ONLY PURSUANT TO A.R.S. § 5-404.A

- **License Applicants:** Complete lines 2, 3, and 4. Submit with entire license package to local governing body.
- **Local Governing Body:** Complete and return with license package to the Department of Revenue Bingo Section.

<input checked="" type="checkbox"/> New Application <input type="checkbox"/> Change of Location		Date	License Number
From (Name of local governing body) <b>Apache County Board of Supervisors</b>			
Address (number and street, PO Box) <b>75 West Cleveland</b>			
City	State	ZIP Code	
<b>St. Johns</b>	<b>AZ</b>	<b>85936</b>	
Phone No. (with area code) <b>(928) 337-7502</b>			
REVENUE USE ONLY. DO NOT MARK IN THIS AREA.			
		81 PM	80 RCVD

- 1 This is to certify that on \_\_\_\_\_ a hearing was conducted pursuant to Arizona Revised Statute, Title 5, Chapter 4, in the matter of:
- Application for a bingo license by the following applicant.  
 Application for a bingo license location transfer.

2 Applicant's Name  
ConchoCAN! (Concho Community Action Network)

3 Location/Address where games will be conducted: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_  
99 Apache County Road 5050      Concho      AZ      85924

4 Fill in the time on the days games will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.
<input type="checkbox"/> p.m.	<u>6</u> <input checked="" type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.

- 5 Background investigations:  
 have       have not been conducted on all individuals listed in the Bingo License Application.
- 6 Recommendation for the application:    Approved     Disapproved
- 7 Specific reasons for disapproval are hereby listed pursuant to A.R.S. § 5-404.1:

This endorsement must be signed by a delegated authority of the local governing body.

PRINTED NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ TITLE \_\_\_\_\_

**Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019**

- Type or print in black ink and complete all information requested on this form. If you do not, your application will be returned. All information is subject to verification. If you need more space, attach additional sheets.
- **All bingo licenses expire one year from the date of issue.** To continue conducting bingo games, you must renew your license prior to the expiration date.

1 Applicant's Name ConchoCAN! (Concho Community Action Network)		
2a Mailing Address PO Box 762		
2b City Concho	State AZ	ZIP Code 85924
3a Administrative Office Location Being Built: 99 Apache Cnty Rd 5050		
3b City Concho	State AZ	ZIP Code 85924
4a Name of Contact Person Gail Golden	4b Telephone No. (928) 207-7880	
4c E-mail Address gailgolden@yahoo.com	4c Fax No.	

<b>Falsification of information contained in this application constitutes a Class 6 felony.</b>	
REVENUE USE ONLY. DO NOT MARK IN THIS AREA.	
88	
81 PM	80 RCVD

- 5 **Class B and Class C license applicants only:** If applying as a qualified organization, *check one box* to indicate the type of organization:
- |                                     |  |   |  |
|-------------------------------------|--|---|--|
| <input type="checkbox"/> Charitable | <input type="checkbox"/> Social                    | <input type="checkbox"/> Religious              | <input type="checkbox"/> Veterans                    |
| <input type="checkbox"/> Fraternal  | <input type="checkbox"/> Volunteer Fire Department | <input type="checkbox"/> Homeowners Association | <input type="checkbox"/> Nonprofit Ambulance Service |

6 **Class B and Class C license applicants only** applying as a qualified organization, *provide parent or auxiliary information:*

6a Parent Name	6b Auxiliary Name
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

- 7 **Class B and Class C license applicants only** applying as a qualified organization, *provide the date the organization was established in Arizona:*

8 **Class B and Class C license applicants only** applying as a qualified organization, *list the current officers of the organization:*

8a Name	8b Name
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code
8c Name	8d Name
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

Continued on page 2 →

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.				
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<input type="checkbox"/> Class A License	<input type="checkbox"/> Class B License	<input type="checkbox"/> Class C License
Reviewer's Name (please print)	Date	License Number	Effective Date	Expiration Date

Applicant's Name (as shown on page 1)  
**ConchoCAN! Concho Community Action Network**

**APPLICATION FOR BINGO LICENSE**

**9 Class B and Class C license applicants only: Bingo checking account information:**

Checking Account Number	Bank Name	Bank Branch
-------------------------	-----------	-------------

**10 Class B and Class C license applicants only: Bingo interest-bearing account information:**

Account Number	Bank Name	Bank Branch
----------------	-----------	-------------

**11 Class B and Class C license applicants only: List all officers and/or supervisors authorized to sign checks from the accounts listed above. If applying as a qualified organization, all supervisors must be members of the applicant:**

<b>11a Name</b>	<b>11b Name</b>
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

**12 List the name(s) of the one or two persons who will serve as managers. If applying as a qualified organization, these persons must be members of the applicant. Each person must submit an affidavit.**

<b>12a Name</b> Susan Buttler	<b>12b Name</b> Leon Buttler
Title Director	Title Director
Address – Number and Street, Rural Rt., Apt. No. 22 Miller Ln PO Box 213	Address – Number and Street, Rural Rt., Apt. No. 22 Miller Ln PO Box 213
City State ZIP Code Concho AZ 85924	City State ZIP Code Concho AZ 85924

**13 List the name of the one person designated as proceeds coordinator. If applying as a qualified organization, this person must be an officer or director and a member of the applicant. Each person must submit an affidavit.**

<b>Name</b> Harold Itokazu Jr	<b>Address – Number and Street, Rural Rt., Apt. No.</b> PO Box 389
<b>Title</b> Director	<b>City State ZIP Code</b> Concho AZ 85924

**14 List the name(s) of the person(s) who will serve as supervisor. If applying as a qualified organization, each person must be a member of the applicant. Each person must submit an affidavit.**

<b>14a Name</b> Leon Buttler	<b>14b Name</b>
<b>Title</b> Director	<b>Title</b>
<b>Address – Number and Street, Rural Rt., Apt. No.</b> 22 Miller Ln PO Box 213	<b>Address – Number and Street, Rural Rt., Apt. No.</b>
<b>City State ZIP Code</b> Concho AZ 85924	<b>City State ZIP Code</b>
<b>14c Name</b>	<b>14d Name</b>
<b>Title</b>	<b>Title</b>
<b>Address – Number and Street, Rural Rt., Apt. No.</b>	<b>Address – Number and Street, Rural Rt., Apt. No.</b>
<b>City State ZIP Code</b>	<b>City State ZIP Code</b>

Applicant's Name (as shown on page 1)  
 ConchoCAN! (Concho Community Action Network)

**APPLICATION FOR BINGO LICENSE**

15 List the name(s) of the person(s) who will serve as assistants. If applying as a qualified organization, each person **must be a member or new member** of the applicant. Except for "Class A" licensees, *each person must submit an affidavit.*

15a Name Gail Golden	15b Name
15c Name	15d Name
15e Name	15f Name
15g Name	15h Name

16 Street address of the physical location where bingo will be played:  
99 Apache County Rd 5050; Concho AZ 85924

17 Indicate the time on each respective day that bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.
<input type="checkbox"/> p.m.	6 <input checked="" type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.

18 List dates of proposed game cancellation if any:  
Bingo will not start until building construction is completed, approximately June 2019.

19 Indicate the type of premises where bingo will be played. *Check one box:*

a  Neither rent nor mortgage will be paid from bingo funds.

b  Rented or leased. *Attach rental affidavit and copy of rental agreement.*

Landlord's Name	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

c  Owned solely by the organization. *Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:*

Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

d  Owned jointly with other organization. *Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:*

1) Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code
2) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code
3) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

*Continued on page 4 →*

Applicant's Name (as shown on page 1)  
ConchoCAN! (Concho Community Action Network)

APPLICATION FOR BINGO LICENSE

20 List bingo licensees who are or will be conducting bingo in the same premises as you and those licensees located within 1,000 feet of your premises:

20a Name <b>NONE</b>	20b Name
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

21 Expected bingo expenses:

a Mortgage: \$ \_\_\_\_\_, per month

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

b Rent: \$ \_\_\_\_\_, per  month  hour  occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

c Janitorial Services: \$ \_\_\_\_\_, per  month  hour  occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

d Accounting Services: \$ \_\_\_\_\_, per  month  hour  occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

e Security Services: \$ \_\_\_\_\_, per  month  hour  occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

f Bingo Supplies: \$ 50.00, per Month

Payable to <u>Not sure yet - Probably: Cactus Bingo Supplies</u>	Address – Number and Street, Rural Rt., Apt. No. <u>3210 E. Roeser Rd. Suite 15</u>
Telephone number (with area code) <u>(602) 268-2848</u>	City State ZIP Code <u>Phoenix AZ 85040</u>

Line 21 continues on page 5 →

Applicant's Name (as shown on page 1)  
ConchoCAN! (Concho Community Action Network)

APPLICATION FOR BINGO LICENSE

21 Expected Bingo Expenses, continued...

g Maximum prize payout per occasion: \$,100.00. *Attach game schedule that lists individual prize amounts.*

Paid to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

h Utility Expenses:

Electric (payable to) <b>Navopache</b>		Address – Number and Street, Rural Rt., Apt. No. <b>1878 W White Mountain Blvd</b>	
Account Number	Monthly Amount	City	State ZIP Code
<b>None - Projected</b>	<b>\$ 5.00</b>	<b>Lakeside</b>	<b>AZ 85929</b>

Gas (payable to) <b>Owens Propane</b>		Address – Number and Street, Rural Rt., Apt. No. <b>1460 E. Deuce of Clubs</b>	
Account Number	Monthly Amount	City	State ZIP Code
<b>None - Projected</b>	<b>\$ 12.50</b>	<b>Show Low</b>	<b>AZ 85901</b>

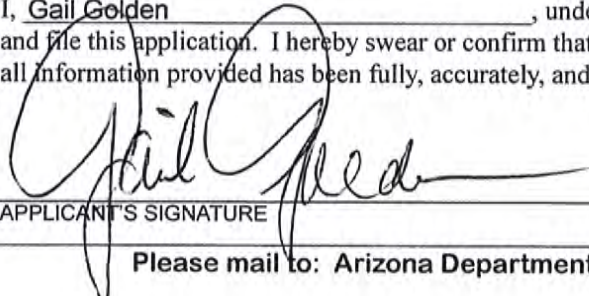
Water (payable to) <b>Livco Water Co</b>		Address – Number and Street, Rural Rt., Apt. No. <b>PO Box 659</b>	
Account Number	Monthly Amount	City	State ZIP Code
<b>None - Projected</b>	<b>\$ 5.00</b>	<b>Concho</b>	<b>AZ 85924</b>

Trash Removal (payable to) <b>Blue Hills Environmental</b>		Address – Number and Street, Rural Rt., Apt. No. <b>140 W Cleveland Street P.O. Box 175</b>	
Account Number	Monthly Amount	City	State ZIP Code
<b>None - Projected</b>	<b>\$ 5.00</b>	<b>St Johns</b>	<b>AZ 85936</b>

22 Briefly state the specific projected use of net proceeds from games of bingo:

Net proceeds of Bingo will be used for the upkeep of the ConchoCAN! Mellon Community Center building for the % of time used for Bingo; the rest of the net proceeds will be a contribution to ConchoCAN!, a 501c3 Tax Exempt Organization.

I, Gail Golden, under penalty of perjury and upon oath, declare that I am duly authorized to sign and file this application. I hereby swear or confirm that I have read the foregoing application and know the contents thereof and that all information provided has been fully, accurately, and truthfully completed to the best of my knowledge.

  
APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ Director \_\_\_\_\_  
TITLE \_\_\_\_\_

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

☎ (602) 716-7801

ATTACHMENT #

ConchoCAN! Bingo Game Payout Per Occasion

We will have 10 regular Bingo games and pay \$10 to the winner of each game.

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to Arizona Revised Statutes § 5-404.

Licensee's Name	License Number
-----------------	----------------

Affiant's Name <i>Susan Butler</i>		
Social Security Number	Date of Birth <i>08, 27, 1964</i>	
Address <i>P.O. Box 213</i>		
City <i>Concho</i>	State <i>AZ</i>	ZIP Code <i>85924</i>
Home Phone No. (with area code) <i>928-243-2480</i>	Work Phone No. (with area code) <i>928-243-2480</i>	

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

88

81 PM       80 RCVD

If licensee is a qualified organization, the following section is required:

Member? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Joined Organization
Officers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Officer Title
Do you have an affidavit on file for any other licensee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   If "Yes", list license number(s):	

Position: Proceeds Coordinator

I, \_\_\_\_\_, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will use net proceeds in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I am not currently serving as a manager, proceeds coordinator or supervisor on another bingo license. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

Position: Manager

I, *Susan Butler*, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I am not currently serving as a manager, proceeds coordinator or supervisor on another bingo license. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

*Susan Butler*  
Signature of Affiant

*MARCH 27, 2019*  
Date

Affiant's Name (as shown on page 1)

## Bingo Affidavit

Position: Supervisor

I, \_\_\_\_\_, the above-named affiant, under penalty of perjury, upon oath, AFFIANT'S NAME depose and say that I will be continuously present on the premises during all bingo games and until all associated activities have been completed in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I am not currently serving as a manager, proceeds coordinator or supervisor on another bingo license. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

Position: Assistant

I, \_\_\_\_\_, the above-named affiant, under penalty of perjury, upon oath, AFFIANT'S NAME depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

### Review Form and Sign Before Submitting

To avoid processing delays and errors, take a few moments to make sure you have entered all of the required information and verify that it is accurate.

### Affiant's Signature

Sign and date the form.

### The form can be:

*Emailed to:*  
bingo@azdor.gov

*Faxed to:*  
602-716-7973

*Mailed to:*  
Bingo Tax Unit  
PO Box 29019  
Phoenix, AZ 85038-9019

## Bingo Customer Service Center Locations

8:00 a.m. - 5:00 p.m.  
Monday through Friday  
(Except legal Arizona state holidays)

**Phoenix Office**  
1600 West Monroe  
Phoenix, AZ 85007

## Bingo Customer Service Telephone Number

(602) 716-7801

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to Arizona Revised Statutes § 5-404.

Licensee's Name	License Number
-----------------	----------------

Affiant's Name <u>Harold Haruo Itokazu, Jr.</u>		
Social Security Number <u>553-71-3555</u>	Date of Birth <u>8/14/1966</u>	
Address <u>2707 S. White Mountain Rd.; Site I</u>		
City <u>Show Low</u>	State <u>AZ</u>	ZIP Code <u>85901</u>
Home Phone No. (with area code) <u>928-331-0007</u>	Work Phone No. (with area code) <u>928-331-0007</u>	

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

88

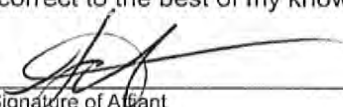
81 PM       80 RCVD

If licensee is a qualified organization, the following section is required:

Member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date Joined Organization <u>8/1/2017</u>
Officers? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Officer Title <u>VP / board member</u>
Do you have an affidavit on file for any other licensee? <input type="checkbox"/> Yes <input type="checkbox"/> No   If "Yes", list license number(s):	

Position: Proceeds Coordinator

I, Harold Itokazu, Jr., the above-named affiant, under penalty of perjury, upon oath, depose and say that I will use net proceeds in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I am not currently serving as a manager, proceeds coordinator or supervisor on another bingo license. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

  
 Signature of Affiant  
3/25/19  
 Date

Position: Manager

I, \_\_\_\_\_, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I am not currently serving as a manager, proceeds coordinator or supervisor on another bingo license. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
 Signature of Affiant  
 \_\_\_\_\_  
 Date

Affiant's Name (as shown on page 1)

## Bingo Affidavit

Position: Supervisor

I, \_\_\_\_\_, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will be continuously present on the premises during all bingo games and until all associated activities have been completed in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I am not currently serving as a manager, proceeds coordinator or supervisor on another bingo license. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

Position: Assistant

I, \_\_\_\_\_, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

### Review Form and Sign Before Submitting

To avoid processing delays and errors, take a few moments to make sure you have entered all of the required information and verify that it is accurate.

### Affiant's Signature

Sign and date the form.

### The form can be:

*Emailed to:*  
bingo@azdor.gov

*Faxed to:*  
602-716-7973

*Mailed to:*  
Bingo Tax Unit  
PO Box 29019  
Phoenix, AZ 85038-9019

## Bingo Customer Service Center Locations

8:00 a.m. - 5:00 p.m.  
Monday through Friday  
(Except legal Arizona state holidays)

**Phoenix Office**  
1600 West Monroe  
Phoenix, AZ 85007

## Bingo Customer Service Telephone Number

(602) 716-7801

**Arizona Form  
830**

**Affidavit**

**Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to Arizona Revised Statutes § 5-404.

Licensee's Name	License Number
-----------------	----------------

Affiant's Name <b>LEON BUTLER</b>		
Social Security Number	Date of Birth <b>04.08.1954</b>	
Address <b>P.O. Box 213</b>		
City <b>concho</b>	State <b>AZ</b>	ZIP Code <b>85924</b>
Home Phone No. (with area code) <b>702-219-2782</b>	Work Phone No. (with area code) <b>702-219-2782</b>	

**REVENUE USE ONLY. DO NOT MARK IN THIS AREA.**

<b>88</b>	<b>81</b> PM
<b>80</b> RCVD	

If licensee is a qualified organization, the following section is required:

Member? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Joined Organization
Officers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Officer Title
Do you have an affidavit on file for any other licensee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", list license number(s):	

Position: Proceeds Coordinator

I, \_\_\_\_\_, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will use net proceeds in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I am not currently serving as a manager, proceeds coordinator or supervisor on another bingo license. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

Position: Manager

I, \_\_\_\_\_, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I am not currently serving as a manager, proceeds coordinator or supervisor on another bingo license. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

Position: Supervisor

I, LEON BUTTLER  
AFFIANT'S NAME, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will be continuously present on the premises during all bingo games and until all associated activities have been completed in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I am not currently serving as a manager, proceeds coordinator or supervisor on another bingo license. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Leon Buttl  
Signature of Affiant

March 27, 2019  
Date

 Position: Assistant

I, \_\_\_\_\_  
AFFIANT'S NAME, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

**Review Form and Sign Before Submitting**

To avoid processing delays and errors, take a few moments to make sure you have entered all of the required information and verify that it is accurate.

**Affiant's Signature**

Sign and date the form.

**The form can be:**

*Emailed to:*  
bingo@azdor.gov

*Faxed to:*  
602-716-7973

*Mailed to:*  
Bingo Tax Unit  
PO Box 29019  
Phoenix, AZ 85038-9019

**Bingo  
Customer Service Center  
Locations**

8:00 a.m. - 5:00 p.m.  
Monday through Friday  
(Except legal Arizona state holidays)

**Phoenix Office**  
1600 West Monroe  
Phoenix, AZ 85007

**Bingo  
Customer Service Telephone  
Number**

(602) 716-7801

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to Arizona Revised Statutes § 5-404.

Licensee's Name <i>CONCHOCAN</i>	License Number
-------------------------------------	----------------

Affiant's Name <i>GAIL GOLDEN</i>		
Social Security Number <i>068-36-2737</i>	Date of Birth <i>11, 13, 1944</i>	
Address <i>HC 30 Box 241</i>		
City <i>CONCHO</i>	State <i>AZ</i>	ZIP Code <i>85924</i>
Home Phone No. (with area code) <i>928 207-7880</i>	Work Phone No. (with area code) <i>Retired</i>	

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.	
<input type="checkbox"/> 88	
<input type="checkbox"/> 81 PM	<input type="checkbox"/> 80 RCVD

If licensee is a qualified organization, the following section is required: *N/A*

Member? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Joined Organization
Officers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Officer Title
Do you have an affidavit on file for any other licensee? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", list license number(s):	

Position: Proceeds Coordinator

I, \_\_\_\_\_, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will use net proceeds in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I am not currently serving as a manager, proceeds coordinator or supervisor on another bingo license. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

Position: Manager

I, \_\_\_\_\_, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I am not currently serving as a manager, proceeds coordinator or supervisor on another bingo license. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

Affiant's Name (as shown on page 1)

### Bingo Affidavit

Position: Supervisor

I, \_\_\_\_\_, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will be continuously present on the premises during all bingo games and until all associated activities have been completed in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I am not currently serving as a manager, proceeds coordinator or supervisor on another bingo license. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

Position: Assistant

I, GAIL GOLDEN, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Gail Golden  
Signature of Affiant

3-15-2019  
Date

#### Review Form and Sign Before Submitting

To avoid processing delays and errors, take a few moments to make sure you have entered all of the required information and verify that it is accurate.

#### Affiant's Signature

Sign and date the form.

#### The form can be:

*Emailed to:*  
bingo@azdor.gov

*Faxed to:*  
602-716-7973

*Mailed to:*  
Bingo Tax Unit  
PO Box 29019  
Phoenix, AZ 85038-9019

### Bingo Customer Service Center Locations

8:00 a.m. - 5:00 p.m.  
Monday through Friday  
(Except legal Arizona state holidays)

**Phoenix Office**  
1600 West Monroe  
Phoenix, AZ 85007

### Bingo Customer Service Telephone Number

(602) 716-7801

# Certificate of Compliance

## Letter of Good Standing

### CONCHO CAN! (COMMUNITY ACTION NETWORK)

This Certificate of Compliance is issued pursuant to Arizona Revised Statutes Section 42-1110 and/or Section 43-1151. It certifies that, according to department records, the above named taxpayer has filed and paid all taxes due under Title 42 and Title 43, specifically and only as to the following described tax types and identification/license numbers:

TAX TYPE	IDENTIFICATION
Federal Employer Identification Number	51-0499248
Withholding License	51-049924-8

This certification is made conditionally and is subject to the findings of any subsequent audit.

Issued To:

ConchoCan! (Concho Community Action Network)  
Attn: Gail M. Golden  
HC 30 Box 241  
Concho, AZ 85924

Marlene R. Karal  
Administrator 602-716-6234  
April 15, 2019



**NOTE:** This Certificate does not address liabilities prior 1/1/2017 for the following Cities: Apache Junction, Avondale, Chandler, Douglas, Flagstaff, Glendale, Mesa, Nogales, Peoria, Phoenix, Prescott, Scottsdale, Tempe, and Tucson.



PHOENIX – It's back. For the third time, the Arizona Department of Transportation is holding its Safety Message Contest, giving you the chance to see your punny, witty, snarky or serious safety slogans on overhead signs, encouraging drivers to make better decisions behind the wheel.

Messages can be submitted at [azdot.gov/signcontest](http://azdot.gov/signcontest) through Monday, April 29.

In the past two contests, ADOT received a combined 9,000 entries.

ADOT displays quirky traffic safety messages, which often are related to current events and pop culture, as part of an effort to encourage drivers to change their actions behind the wheel. More than 90 percent of vehicle crashes are caused by driver decisions, such as speed-

ing, driving aggressively, distracted or impaired. According to preliminary data, more than 1,000 people were killed in traffic collisions last year in Arizona.

When creating your messages – there's no limit to the number you can submit – remember these guidelines:

The message must relate to traffic safety. Signs accommodate three lines

and 18 characters, including spaces, per line.

#Hashtags, phone numbers and website addresses are not allowed. No emoji.

After entries have been submitted, ADOT will select 15 finalists. In May, the public will vote for their favorites and the two messages that receive the most votes will appear on overhead signs above Arizona state highways.

### PUBLIC HEARING NOTICE

Pursuant to A.R.S 48-910, Notice is hereby given that the Board of Directors of the Clay Springs Domestic Water Improvement District of Navajo County, Arizona, has passed a resolution of intent (No. 19041300) to establish the district's budget for July 1, 2019 through June 30, 2020 as follows:

Estimated Expenses (2019-2020):	
System Upgrades	14,500.00
Maintenance, Repairs, Testing	21,500.00
New Service	2,000.00
Utilities	9,000.00
System Management	22,200.00
Financial Administration	11,000.00
Credit Card Service Fee	800.00
Bank Charges, Office Supplies & Expense	800.00
Publishing, County Fees, Website Costs	800.00
Insurance	2,500.00
Sales Tax on Water Sales	5,400.00
Subtotal	90,500.00
<b>Total Estimated Expenses</b>	<b>90,500.00</b>

Estimated Income from sources other than Tax Levies (2019-2020):	
Water Sales (gross)	88,500.00
New Service Fees	2,000.00
<b>TOTAL Estimated non-tax income</b>	<b>90,500.00</b>
Total non-tax income 2018-2019	90,500.00
Total expenses 2018-2019	90,500.00
Required income from Tax Levies	0.00

**A PUBLIC HEARING** to discuss the proposed budget is set for May 11, 2019 at 7:00 AM to be held at the Clay Springs Public Library, with the monthly board meeting to follow. All interested district property owners and customers may appear and be heard on any matter relating to the establishment of the proposed budget. Any person wishing to object to the establishment of the proposed budget may, before the date set for the hearing, file objections with the chairman of the board of directors; send to CSDWID, c/o James Mang P.O. Box 862 Clay Springs, AZ 85923



### Public Hearing Notice

Following a public hearing, the Apache County Board of Supervisors will discuss and *consider approval of a bingo license application* for the Concho Community Action Network (ConchoCAN). The public hearing will be held on **May 7, 2019 at 8:30 a.m.** MST in the Board of Supervisors meeting room of the Apache County Annex, 75 West Cleveland Street, St. Johns, Arizona. The public is invited to attend and comment. Written comments may be submitted before the meeting to the Clerk of the Board, Apache County Board of Supervisors, 75 West Cleveland Street, P.O. Box 428, St. Johns, AZ 85936.

# C NOTICE

Please email **ALL** questions, correspondence or submissions for Public Notices.

RAN 4/19, 4/26 : 5/3/2019

as G. Wayne Hickman and  
man, husband and wife,  
/ Rd. N8446, Concho, AZ  
rent Beneficiary: Quicken  
Care of / Servicer Quicken  
1050 Woodward Avenue  
48226 Current Trustee:  
McDonald 2525 East  
Road, Suite 700 Phoenix,  
016 (602) 255-6035 Dated  
of March, 2019, Leonard J.  
Attorney at Law  
cessor Trustee, is regulat-  
qualified per ARS Section  
2 as a member of The Ar-  
late Bar A-4689079  
04/26/2019, 05/03/2019,

In the White Mountain Inde-  
pendent  
7/10, 2019

OF ORGANIZATION  
D LIABILITY COMPANY  
FORMATION  
NAME: Not lic  
1961186

(PE: Domestic LLC  
E DATE: 03/11/2019  
ER OF BUSINESS: Con-  
MENT STRUCTURE: Mem-

OF DURATION: Perpetual  
IONAL SERVICES: N/A  
RY AGENT INFORMATION  
RY AGENT NAME: Jon Nel-

L ADDRESS: 6954 Pearce  
/ LOW, AZ 85901  
ADDRESS:  
PLACE OF BUSINESS  
Nelson, 6954 Pearce Dr.  
NW, AZ 85901

ALS  
Jon Nelson - 6954 Pearce  
W LOW, AZ 85901, USA -  
aking Office: 03/11/2019  
Whitney J Nelson - 6954  
r, SHOW LOW, AZ 85901,  
Date of Taking Office:  
19

ZERS  
on: 6954 Pearce Dr. SHOW  
65901, USA,  
MENOU@GMAIL.COM  
RES

r: Jon Nelson - 03/11/2019

d in White Mountain Indepen-  
7307, T, F, April 19, April 23,  
2019

Notice  
(for publication)  
ES OF ORGANIZATION  
EEN FILED IN THE OFFICE

DATE and TIME May 10, 2019 at 1:00  
P.M.  
PLACE: 100 Code Talkers Dr., Hot-  
brook  
JUDICIAL OFFICER: Hon. David J.  
Martin  
Published in White Mountain Indepen-  
dent: #37751, T, F, April 23, April 26,  
April 30, May 3, 2019

MOORE LAW FIRM, PLLC  
2707 S. White Mountain Rd., Ste. H  
Show Low, AZ 85901  
Phone (928) 532-0100 Fax (928) 271-  
5056  
Email: dave@moorelaw.com  
David G. Moore - SSN 029411  
Attorney for Plaintiffs

IN THE SUPERIOR COURT OF THE  
STATE OF ARIZONA IN AND FOR  
THE COUNTY OF APACHE

LARRICK JOHNSON, Individually and  
As Surviving Child of AGNES SUSIE  
CHARLIE, ANGELITA SHEPHERD,  
Individually and As Surviving Child of  
AGNES SUSIE CHARLIE, ANGELINA  
JOHNSON, Individually and As Surviv-  
ing Child of AGNES SUSIE CHARLIE,  
KASINDA BEGAY, Individually and As  
Surviving Child of AGNES SUSIE  
CHARLIE, ALFRANOS BEGAY, Indi-  
vidually and As Surviving Child of  
AGNES SUSIE CHARLIE,  
Plaintiffs,  
vs.  
VIRGINIA DAVID and JOHN DOE  
DAVID, a Married Couple, THE ES-  
TATE OF VIRGINIA DAVID, De-  
ceased, VELOCITY MEDICAL  
TRANSPORTATION, L.L.C., An Ar-  
izona Corporation, JOHN and JANE  
DOES I-X, ABC LIMITED LIABILITY  
COMPANIES I-X, XYZ PARTNER-  
SHIPS I-X, and BLACK AND WHITE  
CORPORATIONS I-X, jointly and sev-  
erally,  
Defendants,  
Case No.: CV2017-120  
SUMMONS

The State of Arizona to the Defen-  
dants:  
VIRGINIA DAVID AND JOHN DOE  
DAVID AND THE ESTATE OF  
VIRGINIA DAVID

YOU ARE HEREBY SUMMONED and  
required to appear and defend, within  
the time applicable, in this action in  
this Court. If served within Arizona,  
you shall appear and defend within 20

Public Hearing Notice  
Following a public hearing, the  
Apache County Board of Supervisors  
will discuss and consider approval of a  
bingo license application for the Con-  
cho Community Action Network (Con-  
choCAN). The public hearing will be  
held on May 7, 2019 at 8:30 a.m. MST  
in the Board of Supervisors meeting  
room of the Apache County Annex, 75  
West Cleveland Street, St. Johns, Ar-  
izona. The public is invited to attend  
and comment. Written comments may  
be submitted before the meeting to the  
Clerk of the Board, Apache County  
Board of Supervisors, 75 West Cleve-  
land Street, P.O. Box 428, St. Johns,  
AZ 85936.

Published in White Mountain Indepen-  
dent: #37298, F, April 19, April 26,  
May 3, 2019

ARTICLES OF ORGANIZATION  
HAVE BEEN FILED IN THE OFFICE  
OF THE ARIZONA CORPORATION  
COMMISSION FOR

I. Name: REDLEADER CABINS, LLC  
II. The address of the known place of  
business is: 474 S. MOUNTAIN AVE,  
SPRINGERVILLE, AZ 85938  
III. The name and street address of the  
Statutory Agent is: GARY A. CIMINSKI,  
474 S. MOUNTAIN AVE,  
SPRINGERVILLE, AZ 85938  
B. [X] Management of the limited liability  
company is reserved to the mem-  
bers.  
The names and addresses of each  
person who is a member are:  
(Please check appropriate box for  
each)  
BRENDA J. CIMINSKI, 474 S. MOUN-  
TAIN AVE, SPRINGERVILLE, AZ  
85938  
[X] member ( ) manager  
GARY A. CIMINSKI, 474 S. MOUN-  
TAIN AVE, SPRINGERVILLE, AZ  
85938

Published in the White Mountain Inde-  
pendent: #37452, T, F, April 19, April  
23, April 26, 2019

Name of Person Filing: Warren Jay  
Lee  
Your Address: 2273 Graham Dr.  
Your City, State, Zip Code: Lakeside,  
AZ 85929  
Your Telephone Number: 9282420616  
ATLAS Number (if applicable) N/A  
Attorney Bar Number (if applicable):  
N/A  
Representing: [X] Self (Without an At-  
torney) [ ] Petitioner [ ] Respondent

Sealed Bid of \_\_\_\_\_ Contractor  
For: Vending Machine Services  
Published in White Mountain Indepen-  
dent: #39428, T, F, April 26, April 30,  
2019

SIGNED AND SEALED this date 04-  
15-2019  
DEANNE M. ROMO  
DEANNE M. ROMO, CLERK OF  
COURT  
By /s/Deleghe  
Deputy Clerk  
Published in White Mountain Indepen-  
dent: #37978, F, April 26, May 3, May  
10, May 17, 2019

City of Show Low, Arizona  
REQUEST FOR PROPOSALS for  
Vending Machine Services

The City of Show Low is soliciting pro-  
posals from persons and firms inter-  
ested in providing vending machine  
services at multiple city facilities. Pro-  
posals should include the proposed  
number and type of machines, product  
cost to the consumers and the cost-  
share with the City of Show Low on  
product sales.

Bid packets with complete information  
can be obtained at Show Low City Hall  
at 80 N. 9th Street, Show Low, Ariz-  
ona. The bid packets will be avail-  
able on Friday, April 26, 2019. Ques-  
tions must be submitted in writing to  
the Community Services Director at  
180 N. 9th Street, Show Low, AZ  
85901 or jbirnhall@showlowaz.gov no  
later than Friday, May 10, 2019 at 2:00  
p.m.

Sealed proposals must be submitted  
to the Community Services Director,  
by 2:00 p.m., Friday, May 24, 2019 at  
Show Low City Hall, 180 N. 9th Street,  
Show Low, AZ. The City reserves the  
right to reject any and all bids and to  
waive informalities or irregularities in  
the bidding process and to reject bids  
if incomplete or irregular.

Proposals shall be submitted in a  
sealed envelope. The outside lower  
right-hand corner of the envelope shall  
be marked:

Sealed Bid of \_\_\_\_\_ Contractor  
For: Vending Machine Services  
Published in White Mountain Indepen-  
dent: #39428, T, F, April 26, April 30,  
2019

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Apache County Emergency Management

Date/Signature:

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval to repeal Outdoor Fire Ordinance No. 2018-03 and adopt the new Outdoor Fire Ordinance.

BOS Meeting Date Requested May 2019

PRE-AGENDA ITEM REVIEW

Legal Review: see attached.

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

RP



### **OUTDOOR FIRE ORDINANCE**

An ordinance of the Board of Supervisors of Apache County, Arizona, repealing Ordinance No.2018-03 (Open Outdoor Fire Ordinance); establishing fire zones in the unincorporated area; establishing restriction on certain outdoor fire; providing for the implementation of emergency fire restrictions; and specifying criminal penalties for violations.

#### **Preface**

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of unusually high fire danger and/or burning conditions. Fire restrictions impose many limitations on the public, and therefore should be implemented only after all other prevention measures have been taken. These measures include, but are not limited to: increasing the number of prevention signs, public contacts, media campaigns, increased enforcement of restrictions, etc. Fire restrictions should be considered when high to extreme fire danger is predicted to persist. Other considerations are the level of human-caused fire occurrences being experienced. Firefighting resources available, high human-caused risk potential, live fuel moisture is at or approaching historic thresholds, no significant relief in fire weather potential in the immediate forecast, large fire activity occurring on a unit (within the county) or within the Region, and fire preparedness levels so indicate. An appropriate level of preparedness to meet wildland fire management objectives is based upon an assessment of vegetation, climate, and topography utilizing the National Fire Danger rating system (NFDRS).

#### **BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY AS FOLLOWS:**

1. **TITLE**  
This ordinance shall be known as the Apache County Outdoor Fire Ordinance.
2. **REPEAL OF PRIOR ORDINANCE**  
Ordinance No.2018-03 the Open Outdoor Fire Ordinance is hereby repealed in its entirety.
3. **EFFECTIVE AREA/ FIRE ZONES**  
This Ordinance is effective in the unincorporated area of Apache County, excluding areas under the jurisdiction of the United States, the State of Arizona, or a federally recognized Indian tribe. For the purpose of the Ordinance, the unincorporated area has been divided into two fire zones as depicted on the map attached hereto.
4. **PURPOSE / AUTHORITY OF EMERGENCY MANAGEMENT DIRECTOR**
  - 4.1 The purpose of this Ordinance is to help provide a uniform system for political subdivisions in Apache County to determine what fire restrictions are needed and when they are to be put into place during emergency fire conditions.

4.2 It is the duty of the Apache County Emergency Management Director/Manager, (after consultation as the Emergency Management Director/Manager deems appropriate, with the U.S. Forest Service ("USFS"), local fire districts, state, or municipal Emergency Management Directors, National Weather Service, or other fire officials) to initiate fire restrictions within any fire zone (or zones) during emergency fire conditions as described in Section 7.

4.2.1 The Emergency Management Director/Manager shall utilize the National Fire-Danger Rating System (NFDRS) and Fire Preparedness level indicators ([www.fs.fed.us](http://www.fs.fed.us)) to help determine when such restrictions are necessary. As a general guideline, emergency fire restrictions should be considered when the Energy Release Components (ERCs) reading reaches 90% for at least 5 consecutive days.

4.2.2 The Emergency Management Director/Manager shall attempt to coordinate with other fire officials in the affected zone(s) a uniform date for implementing such restrictions.

4.2.3 When the Emergency Management Director/Manager determines that such restrictions are necessary, and the date of implementation has been determined, the Emergency Management Director shall recommend to the Chairman of the Board of Supervisors or designee, that such restrictions be ordered pursuant to the Chairman's emergency powers under Title 26, Chapter 2, Article 1 of the Arizona Revised Statutes. Upon the issuance of the Chairman's order, the Emergency Management Director shall promptly take appropriate steps to notify residents and visitors of the nature and extent of the restrictions and the effective date.

4.2.4 Upon issuance of the initial order, the County and Fire Departments/Districts shall suspend issuance of burning permits until the emergency fire restriction order is lifted.

4.2.5 Upon issuance of the initial order, the Chairman authorizes the Emergency Management Director/Manager to modify the restriction level or cancel the restrictions as conditions warrant per National Fire-Danger Rating System (NFDRS) and preparedness levels indicators to determine the cancellation of restrictions

4.2.5.1 The Emergency Management Director/Manager shall immediately notify the Chairman and the County Manager of any changes in restriction and provide an update in restrictions at the next legally scheduled Board meeting.

## 5. **Definitions**

5.1 'Attendance' Open burning, bonfires or recreational fires shall be constantly attended until the fire is completely and properly extinguished. Appropriate tools, equipment or approved devices and approved extinguishing agents such as dirt, sand, water or approved appropriate fire extinguishers shall be readily available for immediate utilization. A fire shall be considered "Unattended" if it is not constantly monitored with the appropriate tools and equipment and properly extinguished.

- 5.2 'Authority Having Jurisdiction' (AHJ) Means an entity that has the authority and responsibility for developing, implementing, maintaining, and overseeing the qualification process within its organization or jurisdiction. This may be a state or Federal agency, training commission, NGO, private sector company, or a tribal or local agency such as a police, fire, or public works department. In some cases, the AHJ may provide support to multiple disciplines that collaborate as a part of a team (e.g., an IMT).
- 5.3 'Bonfire' means an outdoor fire utilized for ceremonial purposes and shall not be less than 50 feet (15,240 mm) from any structure.
- 5.4 'Charcoal Fire' means an open outdoor fire which uses primarily charcoal as the combustible material, and which is used only for the purpose of cooking food.
- 5.5 'Combustion Engines' means an engine which generates mechanical power from a fuel. This includes an engine in which combustion is intermittent such as four-stroke, two-stroke, gas turbines, and diesel engines.
- 5.6 'Deliberate or Negligent' burning means to deliberately or through negligence set fire to or cause the burning of combustible material in such a manner as to endanger the safety of persons or property.
- 5.7 'Emergency Management Director' means the County official designated as such by the Board of Supervisors.
- 5.8 'Explosive or Reactive Targets' means targets that are reactive or explosive in nature and creates a big bang and/or a cloud of smoke.
- 5.9 'Factory Mutual' (FM) is the independent testing arm of the international insurance carrier, FM Global. FM approvals uses scientific research and testing to make sure products conform to the highest standards for safety and property loss prevention.
- 5.10 'Firearms' means a weapon that launches one or more projectiles at a high velocity through the confined burning of a propellant.
- 5.11 'Fireworks' means any combustion or device consisting of a combination of explosives and combustible, detonated to generate colored lights, model rockets, pyrotechnic displays, smoke, and noise for amusement or entertainment purposes.
- 5.12 'Flue' means a pipe, tube, channel, duct or passage through which hot air, gas, steam, smoke or fire may pass, such as chimney, stovepipe or stack.
- 5.13 'LPG' - LPG is a type of fuel consisting of hydrocarbon gases in liquid form. LPG is an abbreviation for 'liquefied petroleum gas.'
- 5.14 'Open Outdoor Fire' means any burning, oxidation or combustion of combustible material of any type in the open where the products of combustion are not directed through a flue to include the use of fire for the purposes of weed/debris abatement.
- 5.15 'Outdoor Fireplace/ Commercial Smoker' means devices that have been manufactured

and or built to current, approved and tested standards (UL or FM listed or equivalent) or to approved building codes.

- 5.16 ‘Recreational Fire/Campfire’ means burning of materials other than rubbish where fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit with a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking or similar purposes. Recreational fires shall not be conducted within 25 feet (7620 mm) of a structure or combustible material.
- 5.17 ‘Red Flag Warning’ (or ‘Red Flag Conditions’’) means a determination by the National Oceanic and Atmospheric Administration to inform the County and other agencies of the imminent or actual occurrence of extreme fire danger or extreme fire conditions.
- 5.18 ‘Special Event’ means a one-time or infrequently occurring event outside normal programs or activities of the sponsoring or organizing body.
- 5.19 ‘Underwriter Laboratories’ (UL) is a global safety science company, and the largest and oldest independent testing laboratory in the United States. Underwriters Laboratories tests the latest products and technologies for safety before they are marketed around the world.

## **6. NON-EMERGENCY FIRE RESTRICTIONS**

The following restrictions are in effect at all times in all zones, except as they may be superseded by emergency fire restrictions pursuant to Section 7.

- 6.1 In it unlawful for any person to start, ignite, cause or permit to be ignited, or allow or maintain any open outdoor fire except as allowed by permit through the Emergency Management Director, the applicable Fire District or Department, or the Arizona Department of Environmental Quality pursuant to Title 49, Chapter 3 of the Arizona Revised Statutes.

During “Red Flag Warning” conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires, agricultural burning or outdoor smoking are permitted on either public or private property within the unincorporated areas of the affected zone(s).

- 6.2 The following fires are exempt from this restriction:

### **EXEMPTIONS:**

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by exempted activity.

- 6.2.1 Fires used only for cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fire); for the branding of animals; for the purpose of frost protection in farming or nursery; or for the disposal of flags pursuant to federal law.
- 6.2.2 Any fire set or permitted by any public official in the performance of official

duty, if such fire is set or such permission is given for the purpose of instruction in the methods of fighting fires or the control of an active wildfire.

- 6.2.3 Fires set or permitted by authority of the director of the Arizona Department of Agriculture or by Apache County Agricultural agents for the purpose of disease and pest prevention.
- 6.2.4 Fire authorized by special permit issued by the Emergency Management Director/Manager or Fire Departments/Districts.
- 6.2.5 After coordination with the Emergency Management Director/Manager, fires set by or permitted by the federal government or any of its department, agencies or agents, or by the State or any of its agencies, departments or political subdivisions, for the purpose of watershed rehabilitation or control through vegetative manipulation.
- 6.2.6 Fires permitted by any rule or regulation adopted pursuant to Title 49, Chapter 3, Article 3 of the Arizona Revised Statutes, by any special conditional permit issued by a hearing board established under said Article 3, or by any rule or conditional permit issued pursuant to Title 49, Chapter 3, Article 2, when pursuant to ARS § 49-402 the Arizona Department of Environmental Quality has assumed jurisdiction of the portion of Apache County where the fire is located.
- 6.2.7 Fires permitted by Local Fire Chief's within their jurisdiction.

## **7. EMERGENCY FIRE RESTRICTIONS**

In addition to the non-emergency fire restrictions set forth in section 6, the following emergency fire restrictions when ordered and in effect shall apply to the zone(s) in which they have been implemented:

- 7.1 During 'Red Flag Warning' conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires, agricultural burning or outdoor smoking are permitted on either public or private property within the unincorporated areas of the affected zone(s).
- 7.2 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the Director shall recommend that the Chairman of the Board of Supervisors order additional emergency restrictions at the appropriate restriction stage level.
- 7.3 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the issuance of burning permits shall be suspended until the emergency fire restrictions are lifted.
  - 7.3.1 Burn permits issued prior to the emergency fire restrictions declaration shall be suspended until the fire restrictions have been lifted.

- 7.4 Unless otherwise provided by law, it shall be unlawful for any person to use fireworks when emergency fire restrictions are in effect. Prohibitions of fireworks include but are not limited to consumer or display fireworks, ground and handheld sparkling devices, cylindrical fountains, cone fountains, illuminating torches, wheels, ground spinners, tracer bullets and/or explosive targets in the unincorporated areas of Apache County.

### **STAGE I: Fire Restrictions- Minimal**

The following acts are prohibited until further notice:

1. Building, maintaining, attending, or using a fire or campfire unless noted in the exemptions below.
2. Smoking outside of designated areas.
3. Use of any and all fireworks.
4. Use of explosive targets.
5. Use of tracer round ammunition.

**Note:** for the smoking provision, each agency/tribe must cite their actual regulations/laws; therefore, the wording for the prohibition may be slightly different.

#### **Exemptions:**

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity. A person who commits an act in violation of this chapter that results in an appropriate emergency response or investigation and who is convicted of the violation may be liable for the expenses that are incurred incident to the emergency response and the investigation of the commission of the offense in accordance with *Arizona Revised Statute 13-1709; Emergency response and investigation costs; civil liability.*

1. Persons obtaining a written "Special Use Permit" from the "Authority Having Jurisdiction" that specifically authorizes the otherwise prohibited act.
2. Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires) in an area that is designated for that purpose and is barren or cleared of all debris for 3 feet in diameter around the device. Permissible items include propane fire rings, pellet stoves/smokers/grills that have UL or FM approval and are a contained unit. A person of appropriate age must always maintain a presence when in operation.
3. Smoking within enclosed buildings and inside vehicles is allowed. Smoking may also be allowed in or on porches, carports, garages, parking lots and other areas or properties which are cleared of all combustible materials so long as the smoking does not create a substantial risk of fire and all smoking materials are properly extinguished and disposed of. At no time is it allowed to discard lit cigarettes, cigars, or other smoking materials from a vehicle, or from ones' possession in a public place (ARS 13-1603.a.1).
4. Persons using a device solely fueled by liquid petroleum or LPG fuels that can be turned on and off. Such devices with UL and/or FM approval can only be used in an area that is

barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device. A person of appropriate age must always maintain a presence with the device when in operation.

5. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
6. Emergency repairs of public utilities and railroads as per attached conditions.
7. After coordination with the Emergency Management Director/Manager, any Federal, State, local officer or member of an organized rescue or firefighting force in the performance of an official duty.
8. All land within a city boundary is exempted unless stated by city ordinance.
9. Other exemptions unique to each "Authority Having Jurisdiction".

### **STAGE II: Fire Restrictions- Moderate to Severe**

The following acts are prohibited until further notice:

1. Building maintaining, attending, or using a fire, campfire, charcoal, coal, or wood including fires in developed campgrounds or improved sites.
2. Smoking outside of designated areas.
3. Outdoor Mechanical and Industrial Prohibitions
  - a. Operating any electric device or internal combustion engine in the course of mechanical or industrial operations that would produce open flames or sparks.
  - b. Welding, or operating acetylene or other torch with open flame.
  - c. Using an explosive.
4. Operating motorized vehicles off designated roads and trails.
5. Use of any and all fireworks
6. Discharging a firearm.
7. Use of explosive targets.
8. Use of tracer round ammunition.

### **Exemptions:**

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity. A person who commits an act in violation of this chapter that results in an appropriate emergency response or investigation and who is convicted of the violation may be liable for the expenses that are incurred incident to the emergency response and the investigation of the commission of the offense in accordance with *Arizona Revised Statute 13-1709; Emergency response and investigation costs; civil liability.*

1. Persons obtaining a written "Special Use Permit" from the Authority Having Jurisdiction that specifically authorizes the otherwise prohibited act.
2. Fires used only for the cooking of food or for providing warmth for human beings in an area that is designated for that purpose and is barren or cleared of all debris for 3 feet in diameter around the device. Permissible items include propane fire rings, pellet stoves/smokers/grills that have UL or FM approval and are a contained unit. A person of appropriate age must always maintain a presence when in operation.

3. Smoking within enclosed buildings and inside vehicles is allowed. Smoking may also be allowed in or on porches, carports, garages, parking lots and other areas or properties which are cleared of all combustible materials so long as the smoking does not create a substantial risk of fire and all smoking materials are properly extinguished and disposed of. At no time is it allowed to discard lit cigarettes, cigars, or other smoking materials from a vehicle, or from ones' possession in a public place (ARS 13-1603.a.1).
4. Industrial operations where specific operations and exemptions are identified, and mitigation measures are implemented as outlined in an agency plan.
5. Persons operating equipment with UL and/or FM approval and spark arrestors such as chainsaws (electric or internal combustion engine), lawnmowers and landscaping equipment in maintained, landscaped space.
6. Welding, or operating acetylene or other torch with open flame in an enclosed or developed area designated for that purpose that is equipped with appropriate fire protection.
7. Persons using a device fueled solely by liquid petroleum or LPG fuels that can be turned on and off. Such devices with a UL and/or FM approval can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device. A person of appropriate age must always be present with the device when in operation.
8. Operating generators with a UL and/or FM approval and an approved spark arresting device within an area that is barren or cleared of all overhead and surrounding flammable materials within three feet of the generator.
9. Operating motorized vehicles on designated roads and trails so long as you park in an area devoid of vegetation within 10 feet of the roadway.
10. Emergency repair of public utilities and railroads and mitigation measures are implemented as outlined in an agency plan.
11. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
12. After coordination with the Emergency Management Director/Manager, any Federal, State, local officer or member of an organized rescue or firefighting force in the performance of an official duty.
13. All land within a city boundary is exempted unless otherwise stated by city ordinance.
14. Discharging firearms is permissible while engaged in a lawful hunt pursuant to state, federal or tribal laws or regulations or in an agency designated shooting range.
15. Other exemptions unique to each 'Authority Having Jurisdiction'.

## **8. FIRES EXEMPT FROM EMERGENCY RESTRICTIONS**

The following fires are exempt from the provisions of the emergency fire restrictions set forth in Section 7.

### **EXEMPTIONS:**

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 8.1 Fires set or permitted by an authorized public, federal, state, or local official in the performance of the officer's official duties.
- 8.2 Fires set or permitted by the State Entomologist or Apache County Agricultural agents for the purpose of disease and pest prevention.
- 8.3 After coordination with the Emergency Management Director/Manager, fires set or permitted by the United States, the State of Arizona or any federally recognized Indian tribe, or any of their respective departments, agencies or political subdivisions, for the purpose of fire prevention or control, or watershed rehabilitation or control through vegetative manipulation.
- 8.4 Fires permitted by the Emergency Management Director/ Manager or designee. The conditions of the permit, including permitted date(s) and the nature of the burning, shall be clearly stated on every such permit issued.
- 8.5 Fire permitted by the Local Fire Chiefs within their jurisdiction.

## **9. FAILURE TO OBEY LAWFUL ORDER**

The failure to obey a lawful order by the Emergency Management Director/Manager, a certified peace officer, a firefighter or other officer of a Fire District/Fire Department, or uniformed personnel or certified peace officer of the USFS or failure to comply with the requirements of this Ordinance (including without limitation an order to extinguish or put out any lit, burning or smoldering materials during emergency fire restrictions) shall be a distinct and separate violation of this Ordinance.

## **10. ENFORCEMENT/PENALTIES**

- 10.1 This Ordinance may be enforced by the Emergency Management Director/Manager or designee, any certified peace officer acting within the officer's area of jurisdiction, a firefighter or other officer of Fire District/Fire Department acting within the authorized officials' area of jurisdiction, or uniformed personnel of the USFS acting within their area of jurisdiction.
- 10.2 Civil Violation. Except as set forth in Section 10.3, when a violation of this Ordinance is undesignated or is designated a first offense by the enforcement official or prosecuting attorney, a person found to have violated this Ordinance shall be deemed to have committed a civil offense and shall be subject to a civil penalty of not less than one hundred dollars (\$100) nor more than seven hundred and fifty dollars (\$750) plus surcharges, fees and court costs, plus restitution for any medical treatment required, reimbursement for emergency response personnel and equipment and any property damage or other economic loss suffered by any person as a result of such violation.

- 10.3 Criminal Violation. When a person convicted of a violation of this Ordinance has previously been charged with a violation of this Ordinance during the preceding 12 months, or has refused to obey the lawful order of an officer as set forth in Section 9, the person shall be deemed to have committed a Class 2 misdemeanor and shall be subject to a fine of not less than two hundred and fifty dollars (\$250) nor more than seven hundred and fifty dollars (\$750) for each violation or count, plus surcharges, fees and restitution for any medical treatment required, reimbursement for emergency response personnel and equipment and any property damage or other economic loss suffered by any person as a result of such violation.
- 10.4 Continuing violations. If any violation of this Ordinance is a continuing one, each day shall be deemed a separate violation.

SO ORDAINED by the Apache County Board of Supervisor at St. John's, Arizona on \_\_\_\_\_.

Apache County Board of Supervisors

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Dr. Joe Shirley Jr., Board Chairman

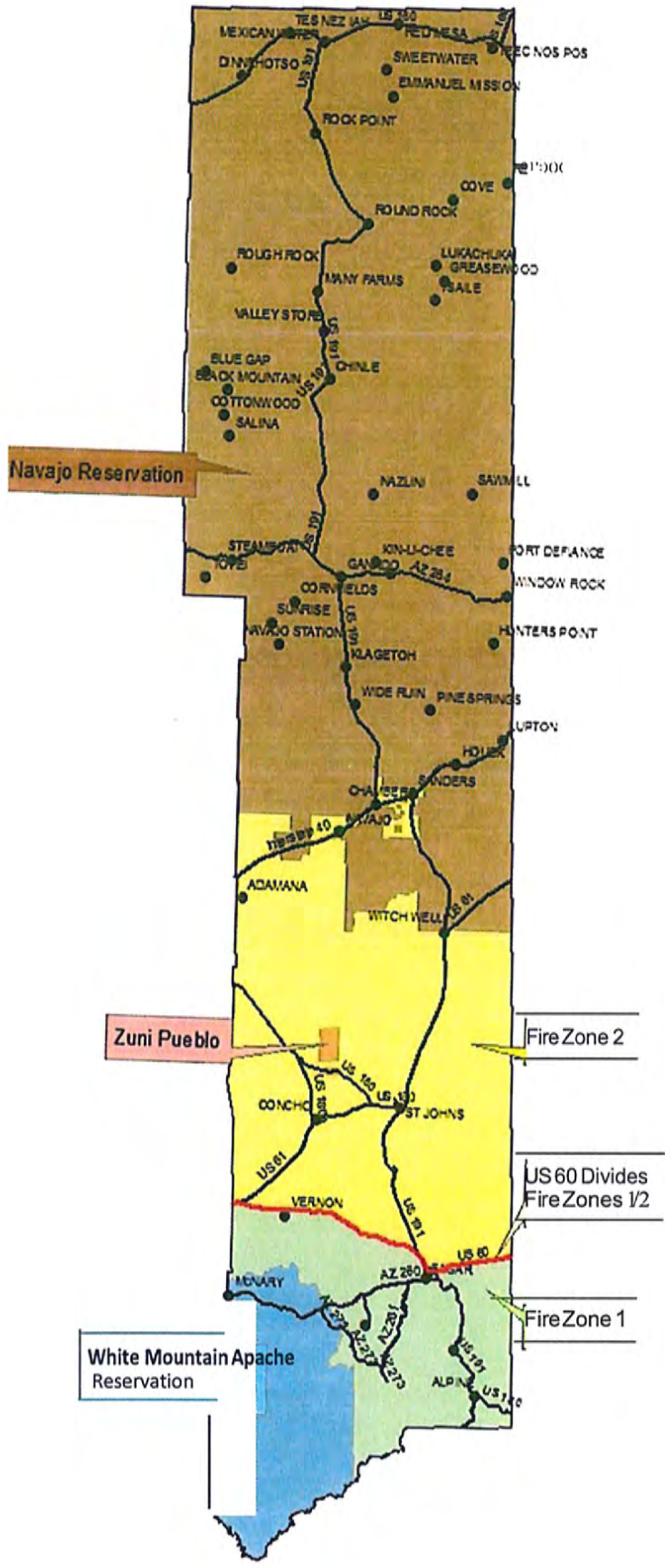
Date

ATTEST:

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Ryan Patterson  
County Manager

Date



Navajo Reservation

Zuni Pueblo

Fire Zone 2

US 60 Divides  
Fire Zones 1/2

Fire Zone 1

White Mountain Apache  
Reservation

ORDINANCE NO. 2019- \_\_\_\_\_



**OUTDOOR FIRE ORDINANCE**

An ordinance of the Board of Supervisors of Apache County, Arizona, repealing Ordinance No.2018-03 (Open Outdoor Fire Ordinance); establishing fire zones in the unincorporated area; establishing restriction on certain outdoor fire; providing for the implementation of emergency fire restrictions; and specifying criminal penalties for violations.

**Preface**

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of unusually high fire danger and/or burning conditions. Fire restrictions impose many limitations on the public, and therefore should be implemented only after all other prevention measures have been taken. These measures include, but are not limited to: increasing the number of prevention signs, public contacts, media campaigns, increased enforcement of restrictions, etc. Fire restrictions should be considered when high to extreme fire danger is predicted to persist. Other considerations are the level of human-caused fire occurrences being experienced, firefighting resources available, high human-caused risk potential, live fuel moisture is at or approaching historic thresholds, no significant relief in fire weather potential in the immediate forecast, large fire activity occurring on a unit (within the county) or within the Region, and fire preparedness levels so indicate. An appropriate level of preparedness to meet wildland fire management objectives is based upon an assessment of vegetation, climate, and topography utilizing the National Fire Danger rating system (NFDRS).

**BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY AS FOLLOWS:**

**Commented [HN1]:** Deleted the original verbiage-it was about closing if the fire danger is too great. This kind of verbiage only applies to Forest Service.

1. **TITLE**  
This ordinance shall be known as the Apache County Outdoor Fire Ordinance.
2. **REPEAL OF PRIOR ORDINANCE**  
Ordinance No.2018-03 the Open Outdoor Fire Ordinance is hereby repealed in its entirety.
3. **EFFECTIVE AREA/ FIRE ZONES**  
This Ordinance is effective in the unincorporated area of Apache County, excluding areas under the jurisdiction of the United States, the State of Arizona, or a federally recognized Indian tribe. For the purpose of the Ordinance, the unincorporated area has been divided into two fire zones as depicted on the map attached hereto.
4. **PURPOSE / AUTHORITY OF EMERGENCY MANAGEMENT DIRECTOR**
  - 4.1 The purpose of this Ordinance is to help provide a uniform system for political subdivisions in Apache County to determine what fire restrictions are needed and when they are to be put into place during emergency fire conditions.

4.2 It is the duty of the Apache County Emergency Management Director/Manager, (after consultation as the Emergency Management Director/Manager deems appropriate, with the U.S. Forest Service (“USFS”), local fire districts, state, or municipal Emergency Management Directors, National Weather Service, or other fire officials) to initiate fire restrictions within any fire zone (or zones) during emergency fire conditions as described in Section 7.

Commented [HN2]: Added National Weather Service

4.2.1 The Emergency Management Director/Manager shall utilize the National Fire-Danger Rating System (NFDRS) and Fire Preparedness level indicators ([www.fs.fed.us](http://www.fs.fed.us)) to help determine when such restrictions are necessary. As a general guideline, emergency fire restrictions should be considered when the Energy Release Components (ERCs) reading reaches 90% for at least 5 consecutive days.

Commented [HN3]: Deleted ASFS Apache Sitgreaves

Commented [HN4]: Changed from '5 days in a row'

4.2.2 The Emergency Management Director/Manager shall attempt to coordinate with other fire officials in the affected zone(s) a uniform date for implementing such restrictions.

4.2.3 When the Emergency Management Director/Manager determines that such restrictions are necessary, and the date of implementation has been determined, the Emergency Management Director shall recommend to the Chairman of the Board of Supervisors or designee, that such restrictions be ordered pursuant to the Chairman’s emergency powers under Title 26, Chapter 2, Article 1 of the Arizona Revised Statutes. Upon the issuance of the Chairman’s order, the Emergency Management Director shall promptly take appropriate steps to notify residents and visitors of the nature and extent of the restrictions and the effective date.

4.2.4 Upon issuance of the initial order, the County and Fire Departments/Districts shall suspend issuance of burning permits until the emergency fire restriction order is lifted.

Commented [HN5]: Added Districts

4.2.5 Upon issuance of the initial order, the Chairman authorizes the Emergency Management Director/Manager to modify the restriction level or cancel the restrictions as conditions warrant per National Fire-Danger Rating System (NFDRS) and preparedness levels indicators to determine the cancellation of restrictions

4.2.5.1 The Emergency Management Director/Manager shall immediately notify the Chairman and the County Manager of any changes in restriction and provide an update in restrictions at the next legally scheduled Board meeting.

## 5. Definitions

5.1 ‘Attendance’ Open burning, bonfires or recreational fires shall be constantly attended until the fire is completely and properly extinguished. Appropriate tools, equipment or approved devices and approved extinguishing agents such as dirt, sand, water or approved appropriate fire extinguishers shall be readily available for immediate utilization. A fire shall be considered “Unattended” if it is not constantly monitored with the appropriate

Commented [HN6]: Added more definitions to the list to provide more clarity and also alphabetized them.

tools and equipment and properly extinguished.

- 5.2 'Authority Having Jurisdiction' (AHJ) Means an entity that has the authority and responsibility for developing, implementing, maintaining, and overseeing the qualification process within its organization or jurisdiction. This may be a state or Federal agency, training commission, NGO, private sector company, or a tribal or local agency such as a police, fire, or public works department. In some cases, the AHJ may provide support to multiple disciplines that collaborate as a part of a team (e.g., an IMT).
- 5.3 'Bonfire' means an outdoor fire utilized for ceremonial purposes and shall not be less than 50 feet (15,240 mm) from any structure.
- 5.4 'Charcoal Fire' means an open outdoor fire which uses primarily charcoal as the combustible material, and which is used only for the purpose of cooking food.
- 5.5 'Combustion Engines' means an engine which generates mechanical power from a fuel. This includes an engine in which combustion is intermittent such as four-stroke, two-stroke, gas turbines, and diesel engines.
- 5.6 'Deliberate or Negligent' burning means to deliberately or through negligence set fire to or cause the burning of combustible material in such a manner as to endanger the safety of persons or property.
- 5.7 'Emergency Management Director' means the County official designated as such by the Board of Supervisors.
- 5.8 'Explosive or Reactive Targets' means targets that are reactive or explosive in nature and creates a big bang and/or a cloud of smoke.
- 5.9 'Factory Mutual' (FM) is the independent testing arm of the international insurance carrier, FM Global. FM approvals uses scientific research and testing to make sure products conform to the highest standards for safety and property loss prevention.
- 5.10 'Firearms' means a weapon that launches one or more projectiles at a high velocity through the confined burning of a propellant.
- 5.11 'Fireworks' means any combustion or device consisting of a combination of explosives and combustible, detonated to generate colored lights, model rockets, pyrotechnic displays, smoke, and noise for amusement or entertainment purposes.
- 5.12 'Flue' means a pipe, tube, channel, dust or passage through which hot air, gas, steam, smoke or fire may pass, such as chimney, stovepipe or stack.
- 5.13 'LPG' | LPG is a type of fuel consisting of hydrocarbon gases in liquid form. LPG is an abbreviation for 'liquefied petroleum gas.'
- 5.14 'Open Outdoor Fire' means any burning, oxidation or combustion of combustible material of any type in the open where the products of combustion are not directed through a flue to include the use of fire for the purposes of weed/debris abatement.

Commented [HN7]: Added Definition

Commented [HN8]: Added Definition

Commented [HN9]: Added Definition

5.15 'Outdoor Fireplace/ Commercial Smoker' means devices that have been manufactured and or built to current, approved and tested standards (UL or FM listed or equivalent) or to approved building codes.

5.16 'Recreational Fire/Campfire' means burning of materials other than rubbish where fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit with a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking or similar purposes. Recreational fires shall not be conducted within 25 feet (7620 mm) of a structure or combustible material.

Commented [HN10]: Combined the 2 definitions

5.17 'Red Flag Warning' (or 'Red Flag Conditions') means a determination by the National Oceanic and Atmospheric Administration to inform the County and other agencies of the imminent or actual occurrence of extreme fire danger or extreme fire conditions.

5.18 'Special Event' means a one-time or infrequently occurring event outside normal programs or activities of the sponsoring or organizing body.

5.19 'Underwriter Laboratories' (UL) is a global safety science company, and the largest and oldest independent testing laboratory in the United States. Underwriters Laboratories tests the latest products and technologies for safety before they are marketed around the world.

Commented [HN11]: Added Definition

## 6. NON-EMERGENCY FIRE RESTRICTIONS

The following restrictions are in effect at all times in all zones, except as they may be superseded by emergency fire restrictions pursuant to Section 7.

6.1 In it unlawful for any person to start, ignite, cause or permit to be ignited, or allow or maintain any open outdoor fire except as allowed by permit through the Emergency Management Director, the applicable Fire District or Department, or the Arizona Department of Environmental Quality pursuant to Title 49, Chapter 3 of the Arizona Revised Statutes.

During "Red Flag Warning" conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires, agricultural burning or outdoor smoking are permitted on either public or private property within the unincorporated areas of the affected zone(s).

Commented [HN12]: Added this verbiage to address Red Flag Warnings during periods of time when there are no emergency fire restrictions

6.2 The following fires are exempt from this restriction:

### EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by exempted activity.

6.2.1 Fires used only for cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fire); for the branding of animals; for the purpose of frost protection in farming or nursery; or for the disposal of flags pursuant to federal law.

6.2.2 Any fire set or permitted by any public official in the performance of official duty, if such fire is set or such permission is given for the purpose of instruction in the methods of fighting fires or the control of an active wildfire.

Commented [HN13]: Added verbiage

6.2.3 Fires set or permitted by authority of the director of the Arizona Department of Agriculture or by Apache County Agricultural agents for the purpose of disease and pest prevention.

6.2.4 Fire authorized by special permit issued by the Emergency Management Director/Manager or Fire Departments/Districts.

Commented [HN14]: Added Districts

6.2.5 After coordination with the Emergency Management Director/Manager, fires set by or permitted by the federal government or any of its department, agencies or agents, or by the State or any of its agencies, departments or political subdivisions, for the purpose of watershed rehabilitation or control through vegetative manipulation.

6.2.6 Fires permitted by any rule or regulation adopted pursuant to Title 49, Chapter 3, Article 3 of the Arizona Revised Statutes, by any special conditional permit issued by a hearing board established under said Article 3, or by any rule or conditional permit issued pursuant to Title 49, Chapter 3, Article 2, when pursuant to ARS § 49-402 the Arizona Department of Environmental Quality has assumed jurisdiction of the portion of Apache County where the fire is located.

6.2.7 Fires permitted by Local Fire Chief's within their jurisdiction.

## 7. EMERGENCY FIRE RESTRICTIONS

In addition to the non-emergency fire restrictions set forth in section 6, the following emergency fire restrictions when ordered and in effect shall apply to the zone(s) in which they have been implemented:

7.1 During 'Red Flag Warning' conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires, agricultural burning or outdoor smoking are permitted on either public or private property within the unincorporated areas of the affected zone(s).

7.2 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the Director shall recommend that the Chairman of the Board of Supervisors order additional emergency restrictions at the appropriate restriction stage level.

7.3 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the issuance of burning permits shall be suspended until the emergency fire restrictions are lifted.

7.3.1 Burn permits issued prior to the emergency fire restrictions declaration shall be suspended until the fire restrictions have been lifted.

Commented [HN15]: Deleted "Fires for the purpose of burning rubbish, waste material or refuse" because it is already addressed in Arizona Administrative Code R18-2-602. It states: Unlawful Open Burning- "Household Waste" means any solid waste including garbage, rubbish, and sanitary waste from a septic tank that is generated from households including single and multiple family residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas, but does not include construction debris, landscaping rubble, or demolition debris."

7.4 Unless otherwise provided by law, it shall be unlawful for any person to use fireworks when emergency fire restrictions are in effect. Prohibitions of fireworks include but are not limited to consumer or display fireworks, ground and handheld sparkling devices, cylindrical fountains, cone fountains, illuminating torches, wheels, ground spinners, tracer bullets and/or explosive targets in the unincorporated areas of Apache County.

**Commented [HN16]:** Added because of the potential of future laws allowing fireworks on specific holidays

### **STAGE I: Fire Restrictions- Minimal**

The following acts are prohibited until further notice:

1. Building, maintaining, attending, or using a fire or campfire unless noted in the exemptions below.
2. Smoking outside of designated areas.
3. Use of any and all fireworks.
4. Use of explosive targets.
5. Use of tracer round ammunition.

**Commented [HN17]:** This has been changed to the city of Show Low verbiage- Please see below

**Note:** for the smoking provision, each agency/tribe must cite their actual regulations/laws; therefore, the wording for the prohibition may be slightly different.

#### **Exemptions:**

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity. A person who commits an act in violation of this chapter that results in an appropriate emergency response or investigation and who is convicted of the violation may be liable for the expenses that are incurred incident to the emergency response and the investigation of the commission of the offense in accordance with *Arizona Revised Statute 13-1709; Emergency response and investigation costs; civil liability*.

1. Persons obtaining a written "Special Use Permit" from the "Authority Having Jurisdiction" that specifically authorizes the otherwise prohibited act.
2. Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires) in an area that is designated for that purpose and is barren or cleared of all debris for 3 feet in diameter around the device. Permissible items include propane fire rings, pellet stoves/smokers/grills that have UL or FM approval and are a contained unit. A person of appropriate age must always maintain a presence when in operation.
3. Smoking within enclosed buildings and inside vehicles is allowed. Smoking may also be allowed in or on porches, carports, garages, parking lots and other areas or properties which are cleared of all combustible materials so long as the smoking does not create a substantial risk of fire and all smoking materials are properly extinguished and disposed of. At no time is it allowed to discard lit cigarettes, cigars, or other smoking materials from a vehicle, or from ones' possession in a public place (ARS 13-1603.a.1).

**Commented [HN18]:** Added enforcement verbiage from statute

**Commented [HN19]:** Added verbiage- This way, if people are prevented from doing their job, they can obtain a special use permit to be able to continue providing for themselves

**Commented [HN20]:** Added permissible items- last year, there was a lot of confusion on whether certain equipment was allowed or not.

**Commented [HN21R20]:** Also, we added the 'a person of appropriate age must always maintain a presence when in operation- we do not need people grilling and leaving the grill running while they do other things

**Commented [HN22]:** Added city of Show Low verbiage- this way, we are not encouraging smoking indoors with children around

4. Persons using a device solely fueled by liquid petroleum or LPG fuels that can be turned on and off. Such devices with UL and/or FM approval can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device. A person of appropriate age must always maintain a presence with the device when in operation.
5. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
6. Emergency repairs of public utilities and railroads as per attached conditions.
7. After coordination with the Emergency Management Director/Manager, any Federal, State, local officer or member of an organized rescue or firefighting force in the performance of an official duty.
8. All land within a city boundary is exempted unless stated by city ordinance.
9. Other exemptions unique to each Authority Having Jurisdiction.

Commented [HN23]: Added- this creates a standard of the kind of equipment that is allowed.

Commented [HN24]: Added

## STAGE II: Fire Restrictions- Moderate to Severe

The following acts are prohibited until further notice:

1. Building maintaining, attending, or using a fire, campfire, charcoal, coal, or wood including fires in developed campgrounds or improved sites.
2. Smoking outside of designated areas.
3. Outdoor Mechanical and Industrial Prohibitions
  - a. Operating any electric device or internal combustion engine in the course of mechanical or industrial operations that would produce open flames or sparks.
  - b. Welding, or operating acetylene or other torch with open flame.
  - c. Using an explosive.
4. Operating motorized vehicles off designated roads and trails.
5. Use of any and all fireworks
6. Discharging a firearm.
7. Use of explosive targets.
8. Use of tracer round ammunition.

Commented [HN25]:

Commented [HN26]: Changed from 'agency/tribe'

Commented [HN27]: We completed deleted Stage III. This created a lot of confusion last year and the difference between stage II and III was minimal to nothing. Also, the forest service only has 2 stages of restrictions before they close the forest. This will create more consistency for the people. They will only have to remember 2 stages for both Forest Service and the County

Commented [HN28]: Same change as Stage I

Commented [HN29]: Added electrical devices as well and made it to restrict any equipment that produced a spark

Commented [HN30]: Added- See exemption below

### Exemptions:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity. A person who commits an act in violation of this chapter that results in an appropriate emergency response or investigation and who is convicted of the violation may be liable for the expenses that are incurred incident to the emergency response and the investigation of the commission of the offense in accordance with *Arizona Revised Statute 13-1709; Emergency response and investigation costs; civil liability.*

Commented [HN31]: Added enforcement verbiage

1. Persons obtaining a written "Special Use Permit" from the Authority Having Jurisdiction that specifically authorizes the otherwise prohibited act.
2. Fires used only for the cooking of food or for providing warmth for human beings in an area that is designated for that purpose and is barren or cleared of all debris for 3 feet in diameter around the device. Permissible items include propane fire rings, pellet

- stoves/smokers/grills that have UL or FM approval and are a contained unit. A person of appropriate age must always maintain a presence when in operation.
3. Smoking within enclosed buildings and inside vehicles is allowed. Smoking may also be allowed in or on porches, carports, garages, parking lots and other areas or properties which are cleared of all combustible materials so long as the smoking does not create a substantial risk of fire and all smoking materials are properly extinguished and disposed of. At no time is it allowed to discard lit cigarettes, cigars, or other smoking materials from a vehicle, or from ones' possession in a public place (ARS 13-1603.a.1).
4. Industrial operations where specific operations and exemptions are identified, and mitigation measures are implemented as outlined in an agency plan.
5. Persons operating equipment with UL and/or FM approval and spark arrestors such as chainsaws (electric or internal combustion engine), lawnmowers and landscaping equipment in maintained, landscaped space.
6. Welding, or operating acetylene or other torch with open flame in an enclosed or developed area designated for that purpose that is equipped with appropriate fire protection.
7. Persons using a device fueled solely by liquid petroleum or LPG fuels that can be turned on and off. Such devices with a UL and/or FM approval can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device. A person of appropriate age must always be present with the device when in operation.
8. Operating generators with a UL and/or FM approval and an approved spark arresting device within an area that is barren or cleared of all overhead and surrounding flammable materials within three feet of the generator.
9. Operating motorized vehicles on designated roads and trails so long as you park in an area devoid of vegetation within 10 feet of the roadway.
10. Emergency repair of public utilities and railroads and mitigation measures are implemented as outlined in an agency plan.
11. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
12. After coordination with the Emergency Management Director/Manager, any Federal, State, local officer or member of an organized rescue or firefighting force in the performance of an official duty.
13. All land within a city boundary is exempted unless otherwise stated by city ordinance.
14. Discharging firearms is permissible while engaged in a lawful hunt pursuant to state, federal or tribal laws or regulations or in an agency designated shooting range.
15. Other exemptions unique to each 'Authority Having Jurisdiction'.
- Commented [HN32]:** Added to create a standard of equipment
- Commented [HN33]:** Added because people should always be able to prepare food for themselves  
Permissible items were also added- this way, we can control how the food is cooked
- Commented [HN34]:** Added city of Show Low verbiage
- Commented [HN35]:** Added
- Commented [HN36]:** Added
- Commented [HN37]:** Added
- Commented [HN38]:** Added
- Commented [HN39]:** Added

**8. FIRES EXEMPT FROM EMERGENCY RESTRICTIONS**

The following fires are exempt from the provisions of the emergency fire restrictions set forth in Section 7.

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 8.1 Fires set or permitted by an authorized public, federal, state, or local official in the performance of the officer's official duties.
- 8.2 Fires set or permitted by the State Entomologist or Apache County Agricultural agents for the purpose of disease and pest prevention.
- 8.3 After coordination with the Emergency Management Director/Manager, fires set or permitted by the United States, the State of Arizona or any federally recognized Indian tribe, or any of their respective departments, agencies or political subdivisions, for the purpose of fire prevention or control, or watershed rehabilitation or control through vegetative manipulation.
- 8.4 Fires permitted by the Emergency Management Director/ Manager or designee. The conditions of the permit, including permitted date(s) and the nature of the burning, shall be clearly stated on every such permit issued.
- 8.5 Fire permitted by the Local Fire Chiefs within their jurisdiction.

**Commented [HN40]:** Deleted "Any federally recognized Indian Tribe" because this was already addressed on Page 1, #3 because this document is not valid on tribal lands.

## 9. FAILURE TO OBEY LAWFUL ORDER

The failure to obey a lawful order by the Emergency Management Director/Manager, a certified peace officer, a firefighter or other officer of a Fire District/Fire Department, or uniformed personnel or certified peace officer of the USFS or failure to comply with the requirements of this Ordinance (including without limitation an order to extinguish or put out any lit, burning or smoldering materials during emergency fire restrictions) shall be a distinct and separate violation of this Ordinance.

## 10. ENFORCEMENT/PENALTIES

- 10.1 This Ordinance may be enforced by the Emergency Management Director/Manager or designee, any certified peace officer acting within the officer's area of jurisdiction, a firefighter or other officer of Fire District/Fire Department acting within the authorized officials' area of jurisdiction, or uniformed personnel of the USFS acting within their area of jurisdiction.
- 10.2 Civil Violation. Except as set forth in Section 10.3, when a violation of this Ordinance is undesignated or is designated a first offense by the enforcement official or prosecuting attorney, a person found to have violated this Ordinance shall be deemed to have committed a civil offense and shall be subject to a civil penalty of not less than one hundred dollars (\$100) nor more than seven hundred and fifty dollars (\$750) plus surcharges, fees and court costs, plus restitution for any medical treatment required, reimbursement for emergency response

personnel and equipment and any property damage or other economic loss suffered by any person as a result of such violation.

- 10.3 Criminal Violation. When a person convicted of a violation of this Ordinance has previously been charged with a violation of this Ordinance during the preceding 12 months, or has refused to obey the lawful order of an officer as set forth in Section 9, the person shall be deemed to have committed a Class 2 misdemeanor and shall be subject to a fine of not less than two hundred and fifty dollars (\$250) nor more than seven hundred and fifty dollars (\$750) for each violation or count, plus surcharges, fees and restitution for any medical treatment required, reimbursement for emergency response personnel and equipment and any property damage or other economic loss suffered by any person as a result of such violation.
- 10.4 Continuing violations. If any violation of this Ordinance is a continuing one, each day shall be deemed a separate violation.

SO ORDAINED by the Apache County Board of Supervisor at St. John's, Arizona on \_\_\_\_\_.

Apache County Board of Supervisors

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Dr. Joe Shirley Jr., Board Chairman

Date

ATTEST:

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Ryan Patterson  
County Manager

Date

ORDINANCE NO. 2018-03



**OUTDOOR FIRE ORDINANCE**

An ordinance of the Board of Supervisors of Apache County, Arizona, repealing Ordinance No. 2014-05 (Open Outdoor Fire Ordinance); establishing fire zones in the unincorporated area; establishing restrictions on certain outdoor fires; providing for the implementation of emergency fire restrictions; and specifying civil and criminal penalties for violations.

**Preface**

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of unusually high fire danger and/or burning conditions. Fire restrictions impose many limitations on the public, and therefore should be implemented only after all other prevention measures have been taken. These measures include, but are not limited to: increasing the number of prevention signs, public contacts, media campaigns, increased enforcement of the restrictions, etc. Fire restrictions should be considered when high to extreme fire danger is predicted to persist. Other considerations are the level of human-caused fire occurrences being experienced, firefighting resources available, high human-caused risk potential, live fuel moisture is at or approaching historic thresholds, no significant relief in fire weather potential in the immediate forecast, large fire activity occurring on a unit (within the county) or within the Region, and fire preparedness levels so indicate. An appropriate level of preparedness to meet wildland fire management objectives is based upon an assessment of vegetation, climate, and topography utilizing the National Fire Danger rating system (NFDRS).

Emergency closures have an extreme impact on the public and fire agencies, and are discouraged except under the most severe conditions. Closures should be implemented only in situations where the public's safety cannot be guaranteed. Closures are not justified by fire danger alone, but should be driven by the potential for risk to life safety due to extreme fire behavior, high potential for human-caused fires, severe shortages of resources, and numerous large fires.

**BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY AS FOLLOWS:**

1. **TITLE**  
This ordinance shall be known as the Apache County Outdoor Fire Ordinance.
2. **REPEAL OF PRIOR ORDINANCE**  
Ordinance No. 2014-05 the Open Outdoor Fire Ordinance, is hereby repealed in its entirety.
3. **EFFECTIVE AREA / FIRE ZONES**  
This Ordinance is effective in the unincorporated area of Apache County, exclusive of areas under the jurisdiction of the United States, the State of Arizona or a federally recognized Indian tribe. For purposes of this Ordinance, the unincorporated area has been divided into two fire zones as depicted on the map attached hereto.

4. **PURPOSE / AUTHORITY OF EMERGENCY MANAGEMENT DIRECTOR**

- 4.1 The purpose of this Ordinance is to help provide a uniform system for political subdivisions in Apache County to determine what fire restrictions are needed and when they are to be put into place during emergency fire conditions.
- 4.2 It is the duty of the Apache County Emergency Management Director/Manager, (after consultation as the Emergency Management Director/Manager deems appropriate, with the U.S. Forest Service ("USFS"), local Fire Districts, state or municipal Emergency Management Directors, or other fire officials) to initiate fire restrictions within any fire zone (or zones) during emergency fire conditions as described in Section 7.
- 4.2.1 The Emergency Management Director/Manager shall utilize the USFS Apache-Sitgreaves NFRDS and Fire Preparedness level indicators ([www.fs.fed.us](http://www.fs.fed.us)) to help determine when such restrictions are necessary. As a general guideline, emergency fire restrictions should be considered when the Energy Release Components (ERC) reading reaches 90% for the last 5 days.
- 4.2.2 The Emergency Management Director/Manager shall attempt to coordinate with other fire officials in the affected zone(s) a uniform date for implementing such restrictions.
- 4.2.3 When the Emergency Management Director/Manager determines that such restrictions are necessary, and the date of implementation has been determined, the Emergency Management Director shall recommend to the Chairman of the Board of Supervisors or designee, that such restrictions be ordered pursuant to the Chairman's emergency powers under Title 26, Chapter 2, Article 1 of the Arizona Revised Statutes. Upon the issuance of the Chairman's order, the Emergency Management Director shall promptly take appropriate steps to notify residents and visitors of the nature and extent of the restrictions and the effective date.
- 4.2.4 Upon issuance of the initial order, the County shall suspend issuance of burning permits until the emergency fire restriction order is lifted.
- 4.2.5 Upon issuance of the initial order, the Chairman authorizes the Emergency Management Director/Manager to modify the restriction level or cancel the restrictions as conditions warrant per the NFRDS and Preparedness levels indicators to determine the cancellation of restrictions.

The Emergency Management Director/manager shall immediately notify the Chairman and the County Manager of any changes in restriction and provide an update of the change in restrictions at the next legally scheduled Board meeting.

5. **DEFINITIONS**

- 5.1 "Campfire" means an open outdoor fire used only for the cooking of food or for providing personal warmth for human beings or for recreational purposes.
- 5.2 "Charcoal Fire" means an open outdoor fire which uses primarily charcoal as the combustible material, and which is used only for the purpose of cooking food.
- 5.3 "Combustion Engines" means an engine which generates mechanical power from a fuel. This includes an engine in which combustion is intermittent such as four-stroke, two-stroke, gas turbines, and diesel engines.
- 5.4 "Emergency Management Director" means the County official designated as such by the Board of Supervisors.
- 5.5 "Firearms" means a weapon that launches one or more projectiles at high velocity through the confined burning of a propellant
- 5.6 "Fireworks" means any composition or device consisting of a combination of explosives and combustibles, detonated to generate colored lights, pyrotechnic displays, smoke, and noise for amusement or entertainment purposes.
- 5.7 "Flue" means a pipe, tube, channel, duct or passage through which hot air, gas, steam, smoke or fire may pass, such as a chimney, stovepipe or stack.
- 5.8 "Open Outdoor Fire" means any burning, oxidation or combustion of combustible material of any type in the open where the products of combustion are not directed through a flue, but not including campfires and charcoal fires.
- 5.9 "Recreational Fire" means burning of materials other than rubbish where fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit with a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking or similar purposes.
- 5.10 "Red Flag Warning" (or "Red Flag Conditions") means a determination by the National Oceanic and Atmospheric Administration to inform the County and other

agencies of the imminent or actual occurrence of extreme fire danger or extreme fire conditions.

**6. NON-EMERGENCY FIRE RESTRICTIONS**

The following restrictions are in effect at all times in all zones, except as they may be superseded by emergency fire restrictions pursuant to Section 7:

- 6.1** It is unlawful for any person to start, ignite, cause or permit to be ignited, or allow or maintain any open outdoor fire except as allowed by permit through the Emergency Management Director, the applicable Fire District, or the Arizona Department of Environmental Quality pursuant to Title 49, Chapter 3 of the Arizona Revised Statutes. The following fires are exempt from this restriction:

**EXEMPTIONS:**

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 6.1.1** Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires); for the branding of animals; for the purpose of frost protection in falming or nursery; or for the disposal of flags pursuant to federal law.
- 6.1.2** Any fire set or permitted by any public officer in the performance of official duty, if such fire is set or such permission is given for the purpose of instruction in the methods of fighting fires.
- 6.1.3** Fires set or permitted by authority of the director of the Arizona Department of Agriculture or by Apache County agricultural agents for the purposes of disease and pest prevention.
- 6.1.4** Fires authorized by special permits as issued by the Emergency Management Director/Manager.
- 6.1.5** After coordination with the Emergency Management Director/Manager, Fires set by or permitted by the federal government or any of its departments, agencies or agents, or by the State or any of its agencies, departments or political subdivisions, for the purpose of watershed rehabilitation or control through vegetative manipulation.

6.1.6 Fires permitted by any rule or regulation adopted pursuant to Title 49, Chapter 3, Article 3 of the Arizona Revised Statutes, by any special or conditional permit issued by a hearing board established under said Article 3, or by any rule or conditional permit issued pursuant to Title 49, Chapter 3, Article 2, when pursuant to ARS § 49-402 the Arizona Department of Environmental Quality has assumed jurisdiction of the portion of Apache County where the fire is located.

6.1.7 Fires permitted by Local Fire Chiefs within their Jurisdiction.

6.1.8 Fires for the purpose of burning rubbish, waste material or refuse.

7. **EMERGENCY FIRE RESTRICTIONS**

In addition to the non-emergency fire restrictions set forth in Section 6, the following emergency fire restrictions when ordered and in effect shall apply to the zone(s) in which they have been implemented:

7.1 During "Red Flag Warning" conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires or outdoor smoking are permitted on either public or private property within the unincorporated area of the affected zone(s).

7.2 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the Director shall recommend that the Chairman of the Board of Supervisors order additional emergency restrictions at the appropriate restriction stage level.

7.3 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the issuance of burning permits shall be suspended until the emergency fire restrictions are lifted.

7.3.1 Burn permits issued prior to the emergency fire restrictions declaration shall be suspended until the fire restrictions have been lifted.

7.4 It shall be unlawful for any person to use fireworks when emergency fire restrictions are in effect. Prohibitions of fireworks include but are not limited to consumer or display fireworks, ground and handheld sparkling devices, cylindrical fountains, cone fountains, illuminating torches, wheels, ground spinners, tracer bullets and/or explosive targets in the unincorporated areas of Apache County.

### **STAGE I: Fire Restrictions**

The following acts are prohibited until further notice:

1. Building, maintaining, attending, or using a fire, campfire, unless noted in the exemptions below.
2. Smoking, except within an enclosed vehicle or building, a developed recreation site, or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.
3. Use of any and all fireworks.
4. Use of Tracer bullets and/or explosive targets.

Note: for the smoking provision, each agency/tribe must cite their actual regulations/laws; therefore the wording for the prohibition may be slightly different.

#### **Exemptions:**

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires) in an area that is designated for that purpose and is barren or cleared of all debris.
2. Persons using a device solely fueled by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.
3. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
4. After coordination with the Emergency Management Director/Manager, any Federal, State, local officer or member of an organized rescue or firefighting force in the performance of an official duty.
5. All land within a city boundary is exempted unless otherwise stated by city ordinance.
6. Other exemptions unique to each agency/tribe.

## **STAGE II: Fire Restrictions**

The following acts are prohibited until further notice:

1. Building maintaining, attending, or using a fire, campfire, charcoal, coal, or wood stove including fires in developed campgrounds or improved sites.
2. Smoking, except within an enclosed vehicle or building.
3. Mechanical and Industrial Prohibitions
  - a. Operating any internal combustion engine other than exemption 7 below.
  - b. Welding, or operating acetylene or other torch with open flame.
  - c. Using an explosive.
4. Operating motorized vehicles off designated roads and trails.
5. Use of any and all fireworks.
6. Use of Tracer bullets and/or explosive targets.

### **Exemptions:**

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
2. Industrial operations where specific operations and exemptions are identified and mitigation measures are implemented as outlined in an agency plan.
3. Persons operating internal combustion engines with spark arrestors such as lawnmowers and landscaping equipment in maintained landscaped space.
4. Welding, or operating acetylene or other torch with open flame in an enclosed or developed area designated for that purpose that is equipped with appropriate fire protection.
5. Persons using a device fueled solely by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.
6. Operating generators with an approved spark arresting device within an enclosed vehicle or building or in an area that is barren or cleared of all overhead and surrounding flammable materials within three feet of the generator.
7. Operating motorized vehicles on designated roads and trails so long as you park in an area devoid of vegetation within 10 feet of the roadway.
8. Emergency repair of public utilities and railroads and mitigation measures are implemented as outlined in an agency plan.
9. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
10. After coordination with the Emergency Management Director/Manager, any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.
11. All land within a town boundary is exempted unless otherwise stated by town ordinance.

### **STAGE III: Fire Restrictions**

Extreme Fire Danger is the method that would be employed if conditions are so extreme that the potential of a catastrophic disaster is highly likely.

Examples include:

- Potential loss of life due to explosive fire conditions.
- Potential for extreme or blowup fire behavior.
- Stage II restrictions are not effective in reducing the number of human-caused fires.
- Resources across the geographic area are at a critical shortage level.

The following acts are prohibited until further notice:

1. Building maintaining, attending, or using a fire, campfire, charcoal, coal, or wood stove including fires in developed campgrounds or improved sites.
2. Smoking, except within an enclosed vehicle or building.
3. Mechanical and Industrial Prohibitions
  - a. Operating any internal combustion engine.
  - b. Welding, or operating acetylene or other torch with open flame.
  - c. Using an explosive.
4. Operating motorized vehicles off designated roads and trails.
5. Use of any and all fireworks.
6. Use of explosive targets.
7. Use of tracer round ammunition.

### **EXEMPTIONS:**

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
2. Emergency repair of public utilities and railroads as per attached conditions.
3. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
4. After Coordination with the Emergency Management Director/Manager, any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.
5. All land within a city boundary is exempted unless otherwise stated in city ordinance.
6. Other exemptions unique to each town /tribe.

**8. FIRES EXEMPT FROM EMERGENCY RESTRICTIONS**

The following fires are exempt from the provisions of the emergency fire restrictions set forth in Section 7.

**EXEMPTIONS:**

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 8.1 Fires set or permitted by any public officer, federal, state or local, in the performance of the officer's official duties.
- 8.2 Fires set or permitted by the State Entomologist or Apache County agricultural agents for the purpose of disease and pest prevention.
- 8.3 After coordination with the Emergency Management Director/Manager, Fires set or permitted by the United States, the State of Arizona or any federally recognized Indian tribe, or any of their respective departments, agencies or political subdivisions, for the purpose of fire prevention or control, or watershed rehabilitation or control through vegetative manipulation.
- 8.4 Any federally recognized Indian Tribe.
- 8.5 Fires permitted by the Emergency Management Director or designee. The conditions of the permit, including permitted date(s) and the nature of the burning, shall be clearly stated on every such permit issued.
- 8.6 Fires permitted by Local Fire Chiefs within their Jurisdiction.

**9. FAILURE TO OBEY LAWFUL ORDER**

Under Emergency Fire Restrictions, Stage II or III, failure to obey a lawful order by the Emergency Management Director/Manager, a peace officer, a firefighter or other officer of a Fire District, or uniformed personnel of the USFS acting within the officers area of Jurisdiction or failure to comply with the requirements of this Ordinance (including without limitation an order to extinguish or put out any lit, burning or smoldering materials during emergency fire restrictions) shall be a distinct and separate violation of this Ordinance.

**10. ENFORCEMENT /PENALTIES**

- 10.1** This Ordinance may be enforced by the Emergency Management Director or designee, any peace officer acting within the officer's area of jurisdiction, a firefighter or other officer of a Fire District acting within the officer's area of jurisdiction, or uniformed personnel of the USFS acting within their area of jurisdiction.
- 10.2** Civil Violation. Except as set forth in Section 10.3, when a violation of this Ordinance is undesignated or is designated a first offense by the enforcement official or prosecuting attorney, a person found to have violated this Ordinance shall be deemed to have committed a civil offense and shall be subject to a civil penalty of not less than one hundred dollars (\$100) nor more than seven hundred and fifty dollars (\$750), plus surcharges, fees and court costs, plus restitution for any medical treatment required, reimbursement for emergency response personnel and equipment and any property damage or other economic loss suffered by any person as a result of such violation.
- 10.3** Criminal Violation. When a person convicted of a violation of this Ordinance has previously been charged with a violation of this Ordinance during the preceding 12 months, or has refused to obey the lawful order of an officer as set forth in Section 9, the person shall be deemed to have committed a Class 2 misdemeanor and shall be subject to a fine of not less than two hundred and fifty dollars (\$250) nor more than seven hundred and fifty dollars (\$750) for each violation or count, plus surcharges, fees and restitution for any medical treatment required and reimbursement for emergency response personnel and equipment, and any property damage or other economic loss suffered by any person as a result of such violation.
- 10.4** Continuing violations. If any violation of this Ordinance is a continuing one, each day shall be deemed a separate violation.

SO ORDAINED by the Apache County Board of Supervisors at St. Johns, Arizona on February 26, 2018

**APACHE COUNTY BOARD OF SUPERVISORS**

By:

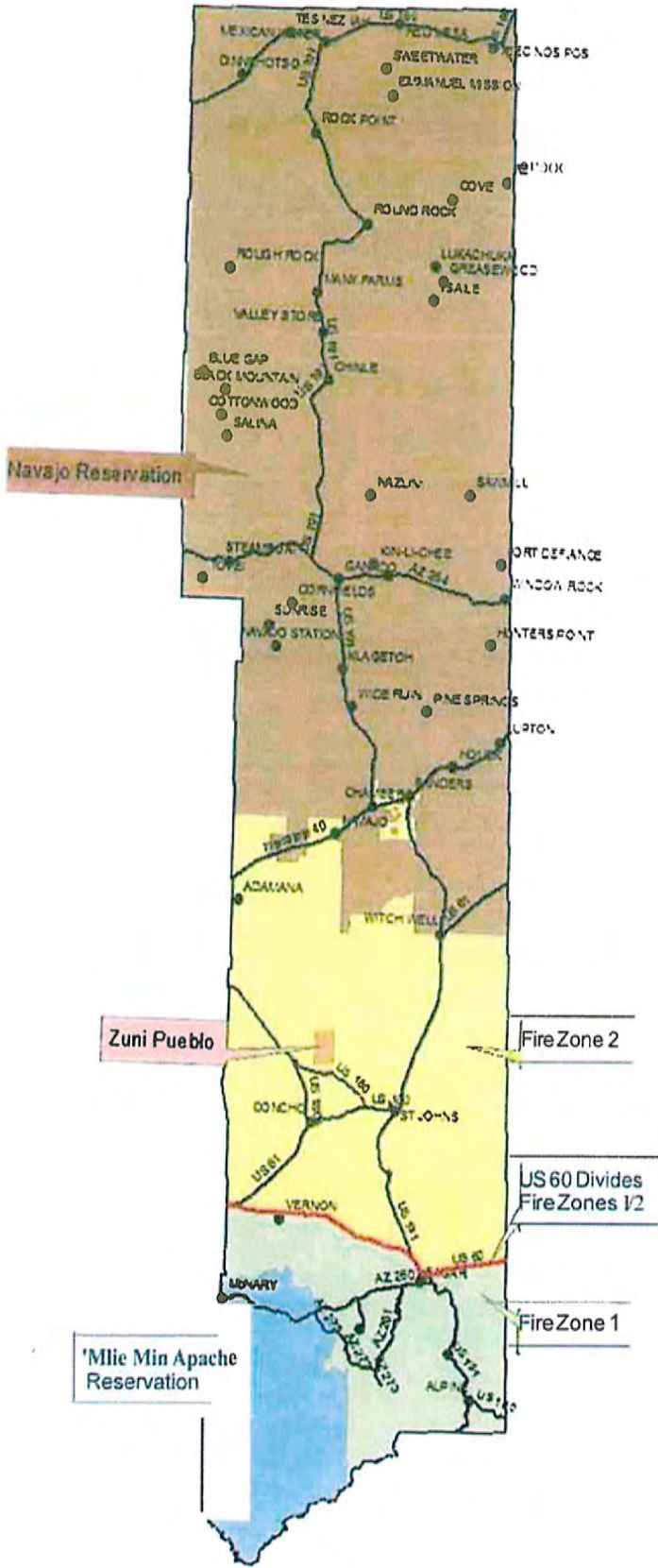


Mr. Alton Sheppard, Board Chairman

ATTEST:



Ryan Patterson  
Clerk of the Board  
Supervisors



**From:** [Joe Young](#)  
**To:** [Haley Nicoll](#)  
**Cc:** [Kerry Pena](#)  
**Subject:** RE: Fire Ordinance  
**Date:** Thursday, March 28, 2019 3:47:30 PM

---

That looks good. I am fine from a legal perspective. Thanks.

**From:** Haley Nicoll [mailto:hnicoll@co.apache.az.us]  
**Sent:** Wednesday, March 27, 2019 2:36 PM  
**To:** Joe Young <JYoung@apachelaw.net>  
**Cc:** Kerry Pena <kpena@co.apache.az.us>  
**Subject:** Fire Ordinance

Joe,

Here is our FINAL draft for the new Fire Ordinance. Not many changes from the last time you looked it over, but we still value a legal opinion. Could you or someone in the office please look over this from a legal standpoint before we post it in the paper prior to taking it before the board in May? We have worked extremely hard on this and feel like it is the best that our Fire Ordinance has ever been.

We would really like this back by the end of next week. Thank you!

Best Regards,

Haley Nicoll  
Emergency Management Specialist  
Work 928-333-6441  
Cell 928-551-2876



Please email ALL questions, correspondence or submissions for Public Notices to: [legals@wmicentral.com](mailto:legals@wmicentral.com)

ICENTRAL.COM • ST. JOHNS 337-4413 • SPRINGVILLE 333-4139

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4/19/19

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abuse and/or neglect contained in the dependency petition for placement in the DCS Central Registry. The DCS Central Registry is a confidential list of DCS findings that tracks abuse and neglect. If the court finds your children dependent based upon allegations of abuse and/or neglect contained in the dependency petition, you will be placed in the DCS Central Registry. See A.R.S. § 8-804.

6. If you are receiving this Notice by publication, you may obtain a copy of the Dependency Petition, Notice of Hearing, and Temporary Orders by submitting a written request to: SUSAN I. EASTMAN, Office of the Attorney General, CFP/PSS, 1300 West University Avenue, #100, Flagstaff, Arizona 86001. The assigned case manager is Melody Morris and may be reached by telephone at (928) 337-9163.

7. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (928) 337-7555.

8. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public.

DATED this 20th day of March, 2019.  
MARK BRNOVICH  
Attorney General  
SUSAN I. EASTMAN  
Assistant Attorney General  
3/29, 4/5, 4/12, 4/19/19  
CNS-3235333#  
WHITE MOUNTAIN INDEPENDENT

Published in the White Mountain Independent: #34680, F, March 29, April 5, April 12, April 19, 2019

Recording Requested by:  
Premium Title Agency, Inc  
When Recorded Mail to:  
Western Progressive - Arizona, Inc.  
Northpark Town Center  
1000 Abernathy Rd NE; Bldg 400,  
Suite 200  
Atlanta, GA 30328

TS No. 2018-00767-AZ

NOTICE OF TRUSTEE'S SALE

The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust dated 12/19/2006 and recorded on 02/05/2007 as Instrument No. 2007-03225, Book -- Page -- and rerecorded on as in the official records of Navajo County, Arizona, NOTICE IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00 P.M. MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE. UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL AND WILL OCCUR at public auction to the highest bidder in the courtyard of the Navajo County Governmental Complex, 100 Code Talkers Drive, Holbrook, AZ 86025, in Navajo County, on 06/26/2019 at 02:00 PM of said day:

Legal Description:

instrument.

WITNESS my hand and official seal.  
/s/ Iman Walcott  
Iman Walcott  
NOTARY PUBLIC (Notary Public Stamp)

Published in the White Mountain Independent: #35279 April 5, April 12, April 19, April 26, 2019

NOTICE OF PUBLIC HEARING

APACHE COUNTY  
PROPOSED OUTDOOR FIRE ORDINANCE

Notice is hereby given that the Board of Supervisors of Apache County will consider the repeal of Outdoor Fire Ordinance No. 2018-03 and possible adoption of a new Outdoor Fire Ordinance, at a public hearing in the Board of Supervisors Room, Apache County Annex, 75 W Cleveland Avenue, in St Johns, Arizona 85936 at 8:30 a.m. on Tuesday, May 7, 2019. Copies may be obtained by calling the Clerk of the Board at (928) 337-7502.

The public is invited to attend and comment. Written comments may be submitted before the meeting to the Clerk of the Board, Apache County Board of Supervisors, 75 W. Cleveland Avenue.

Published in the White Mountain Independent: #36534, F, April 19, 2019

Notice Of Publication  
Articles Of Organization Have Been Filed In The Office Of The Arizona Corporation Commission For I Name: Yellowman Builders LLC -01-95972-2  
II The address of registered office is: 140 Exit 348 S Frontage #71 Houck AZ 86506 The name and address of the Statutory Agent is: Tom Yellowman 140 Exit 348 S Frontage #71 Houck, AZ 86506 III Management of limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager And each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are: Tom Yellowman Jr 28 Rd 6444 Kirtland NM 87417 member manager Tom Yellowman 140 Exit 348 S Frontage Rd #11 Houck, AZ 86506 member

Published in the White Mountain Independent: #36664, T, F, April 12, April 16, April 19, 2019

MOORE LAW FIRM, PLLC  
2707 S. White Mountain Rd., Ste. H  
Show Low, AZ 85901  
Phone (928) 532-0100 Fax (928) 271-5056  
Email: [dave@moorelawaz.com](mailto:dave@moorelawaz.com)  
David G. Moore - SBN 029411  
Attorney for Plaintiffs

IN THE SUPERIOR COURT OF THE  
STATE OF ARIZONA IN AND FOR  
THE COUNTY OF APACHE

LARRICK JOHNSON, Individually and As Surviving Child of AGNES SUSIE CHARLIE; ANGELITA SHEPHERD, Individually and As Surviving Child of AGNES SUSIE CHARLIE; ANGELINA JOHNSON, Individually and As Surviving Child of AGNES SUSIE CHARLIE; KASINDA BEGAY, Individually and As Surviving Child of AGNES SUSIE CHARLIE; ALFRANDOS BEGAY, Individually and As Surviving Child of AGNES SUSIE CHARLIE.

and defend within 30 days after the service of the Summons and Complaint upon you is complete, exclusive of the day of service. Where process is served upon the Arizona Director of Insurance as an insurer's attorney to receive service of legal process against it in this state, the insurer shall not be required to appear, answer or plead until expiration of 40 days after date of such service upon the Director. Service by registered or certified mail without the State of Arizona is complete 30 days after the date of filing the receipt and affidavit of service with the Court. Service by publication is complete 30 days the date of first publication. Direct service is complete when made. Service upon the Arizona Motor Vehicle Superintendent is complete 30 days after filing the Affidavit of Compliance and return receipt or Officer's Return. R.C.P. 4; ARS §§ 20-222, 28-502, 28-503.

Requests for reasonable accommodation for persons with disabilities must be made to the division assigned to the case by parties at least three (3) judicial days in advance of a scheduled court proceeding.

YOU ARE HEREBY NOTIFIED that in case of your failure to appear and defend within the time applicable, judgment by default may be rendered against you for the relief demanded in the Complaint.

YOU ARE CAUTIONED that in order to appear and defend, you must file an Answer of proper response in writing with the Clerk of this Court, accompanied by the necessary filing fee, within the time required, and you are required to serve a copy of any Answer or response upon the Plaintiff's attorney. R.C.P. 10(D); A.R.S. §12-311; R.C.P. 5.

The name and address of Plaintiffs' attorney is:  
David G. Moore, Esq.  
Moore Law Firm, PLLC  
2707 South White Mountain Road,  
Suite H  
Show Low, AZ 85901  
SIGNED AND SEALED this 5<sup>th</sup> day of, April 2019.

Clerk of the Superior Court  
By: /s/ illegible  
Deputy Clerk

Published in the White Mountain Independent: #36987, F, April 19, April 26, May 3, May 10, 2019

Public Hearing Notice  
Following a public hearing, the Apache County Board of Supervisors will discuss and consider approval of a bingo license application for the Concho Community Action Network (ConchoCAN). The public hearing will be held on May 7, 2019 at 8:30 a.m. MST in the Board of Supervisors meeting room of the Apache County Annex, 75 West Cleveland Street, St. Johns, Arizona. The public is invited to attend and comment. Written comments may be submitted before the meeting to the Clerk of the Board, Apache County Board of Supervisors, 75 West Cleveland Street-P.O. Box 428, St. Johns, AZ 85936.

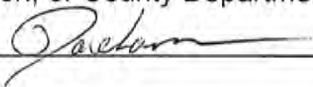
Published in White Mountain Independent: #37298, F, April 19, April 26, May 3, 2019

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Finance



Date/Signature: 5/7/19

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of demands as distributed to the Apache County Board of Supervisors between April 2, 2019 and May 7, 2019. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 5/7/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1074919	04/02/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	843.67
Open	NBAZ - Warrant Clearing Account	Check	1074920	04/02/2019	Accounts Payable	APACHE COUNTY FSA	677.22
Open	NBAZ - Warrant Clearing Account	Check	1074921	04/02/2019	Accounts Payable	APACHE COUNTY HSA	3,444.57
Open	NBAZ - Warrant Clearing Account	Check	1074922	04/02/2019	Accounts Payable	APACHE COUNTY MEDICAL	167,149.60
Open	NBAZ - Warrant Clearing Account	Check	1074923	04/02/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	139,806.76
Open	NBAZ - Warrant Clearing Account	Check	1074924	04/02/2019	Accounts Payable	ASRS LEGACY EORP	5,933.16
Open	NBAZ - Warrant Clearing Account	Check	1074925	04/02/2019	Accounts Payable	AZ STATE RETIREMENT SYSTEM	106,495.29
Open	NBAZ - Warrant Clearing Account	Check	1074926	04/02/2019	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1074927	04/02/2019	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,448.95
Open	NBAZ - Warrant Clearing Account	Check	1074928	04/02/2019	Accounts Payable	CORP DISABILITY	71.56
Open	NBAZ - Warrant Clearing Account	Check	1074929	04/02/2019	Accounts Payable	CORRECTIONS OFFICER RET PLAN	8,917.76
Open	NBAZ - Warrant Clearing Account	Check	1074930	04/02/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,678.59
Open	NBAZ - Warrant Clearing Account	Check	1074931	04/02/2019	Accounts Payable	EODCRS DISABILITY	12.28
Open	NBAZ - Warrant Clearing Account	Check	1074932	04/02/2019	Accounts Payable	EORP LEGACY	2,723.78
Open	NBAZ - Warrant Clearing Account	Check	1074933	04/02/2019	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1074934	04/02/2019	Accounts Payable	NATIONWIDE	2,189.88
Open	NBAZ - Warrant Clearing Account	Check	1074935	04/02/2019	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.08
Open	NBAZ - Warrant Clearing Account	Check	1074936	04/02/2019	Accounts Payable	NATIONWIDE TRUST FSB	3,220.01
Open	NBAZ - Warrant Clearing Account	Check	1074937	04/02/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	15,987.81
Open	NBAZ - Warrant Clearing Account	Check	1074938	04/02/2019	Accounts Payable	PUBLIC SAFETY SHERIFF RET	38,184.25
Open	NBAZ - Warrant Clearing Account	Check	1074939	04/02/2019	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1074940	04/02/2019	Accounts Payable	SECURITY BENEFIT GROUP	345.00
Open	NBAZ - Warrant Clearing Account	Check	1074941	04/02/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,549.64
Open	NBAZ - Warrant Clearing Account	Check	1074942	04/03/2019	Accounts Payable	AA GRAPEVINE	44.00
Open	NBAZ - Warrant Clearing Account	Check	1074943	04/03/2019	Accounts Payable	ABETTA GLASS CO	195.00
Open	NBAZ - Warrant Clearing Account	Check	1074944	04/03/2019	Accounts Payable	AGUERO, ROBIN R	505.00
Open	NBAZ - Warrant Clearing Account	Check	1074945	04/03/2019	Accounts Payable	ALLEGRA	0.60
Open	NBAZ - Warrant Clearing Account	Check	1074946	04/03/2019	Accounts Payable	ALLEN INSTRUMENTS AND SUPPLIES	911.09
Open	NBAZ - Warrant Clearing Account	Check	1074947	04/03/2019	Accounts Payable	ALSCO INC	304.84
Open	NBAZ - Warrant Clearing Account	Check	1074948	04/03/2019	Accounts Payable	ALZHEIMER'S ASSOCIATION	90.00
Open	NBAZ - Warrant Clearing Account	Check	1074949	04/03/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	2,508.74
Open	NBAZ - Warrant Clearing Account	Check	1074950	04/03/2019	Accounts Payable	AMERIGAS - GALLUP	164.52
Open	NBAZ - Warrant Clearing Account	Check	1074951	04/03/2019	Accounts Payable	AMIGO CHEVROLET	1,441.15
Open	NBAZ - Warrant Clearing Account	Check	1074952	04/03/2019	Accounts Payable	APPLEGATE, TAMARA WILHELM	33.06
Open	NBAZ - Warrant Clearing Account	Check	1074953	04/03/2019	Accounts Payable	ARIZONA TOWN HALL	100.00
Open	NBAZ - Warrant Clearing Account	Check	1074954	04/03/2019	Accounts Payable	AZ COURTS ASSN	370.00
Open	NBAZ - Warrant Clearing Account	Check	1074955	04/03/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	130.00
Open	NBAZ - Warrant Clearing Account	Check	1074956	04/03/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	376.92
Open	NBAZ - Warrant Clearing Account	Check	1074957	04/03/2019	Accounts Payable	AZLGEBT	332,322.93
Open	NBAZ - Warrant Clearing Account	Check	1074958	04/03/2019	Accounts Payable	BASHAS' CORPORATE OFFICE	87.56
Open	NBAZ - Warrant Clearing Account	Check	1074959	04/03/2019	Accounts Payable	BAST, ELLEN RAE	420.94
Open	NBAZ - Warrant Clearing Account	Check	1074960	04/03/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	3.43
Open	NBAZ - Warrant Clearing Account	Check	1074961	04/03/2019	Accounts Payable	BEGAY, MARLEITA	843.04
Open	NBAZ - Warrant Clearing Account	Check	1074962	04/03/2019	Accounts Payable	BEGAY, SARAH MAE	55.00
Open	NBAZ - Warrant Clearing Account	Check	1074963	04/03/2019	Accounts Payable	BEVINGTON, SHANE E	120.00
Open	NBAZ - Warrant Clearing Account	Check	1074964	04/03/2019	Accounts Payable	BIGMAN, JIMICA LYNN	309.72

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1074965	04/03/2019	Accounts Payable	BLACK DIAMOND/SAFELITE	835.31
Open	NBAZ - Warrant Clearing Account	Check	1074966	04/03/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	189.45
Open	NBAZ - Warrant Clearing Account	Check	1074967	04/03/2019	Accounts Payable	BOND, BETH	478.64
Open	NBAZ - Warrant Clearing Account	Check	1074968	04/03/2019	Accounts Payable	BOOT BARN	735.79
Open	NBAZ - Warrant Clearing Account	Check	1074969	04/03/2019	Accounts Payable	BULWARK EXTERMINATING LLC	500.00
Open	NBAZ - Warrant Clearing Account	Check	1074970	04/03/2019	Accounts Payable	CLARK, ALBERT N	24.00
Open	NBAZ - Warrant Clearing Account	Check	1074971	04/03/2019	Accounts Payable	COAST TO COAST COMPUTER PRODUCTS INC	523.55
Open	NBAZ - Warrant Clearing Account	Check	1074972	04/03/2019	Accounts Payable	CONDITIONED RESPONSE TRAINING	700.00
Open	NBAZ - Warrant Clearing Account	Check	1074973	04/03/2019	Accounts Payable	CONTINUANT INC	1,015.20
Open	NBAZ - Warrant Clearing Account	Check	1074974	04/03/2019	Accounts Payable	COVEY, JOSHUA T	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1074975	04/03/2019	Accounts Payable	CRISS CANDELARIA LAW OFFICE	1,897.50
Open	NBAZ - Warrant Clearing Account	Check	1074976	04/03/2019	Accounts Payable	CURTIS, ROGER STUART	300.00
Open	NBAZ - Warrant Clearing Account	Check	1074977	04/03/2019	Accounts Payable	CZARNYSZKA, SUEANNE K	145.49
Open	NBAZ - Warrant Clearing Account	Check	1074978	04/03/2019	Accounts Payable	DAN BROOKS SURVEYING LLC	1,020.00
Open	NBAZ - Warrant Clearing Account	Check	1074979	04/03/2019	Accounts Payable	DAVIS, CANDICE D	115.03
Open	NBAZ - Warrant Clearing Account	Check	1074980	04/03/2019	Accounts Payable	DAVIS TRUE VALUE HARDWARE	5.65
Voided	NBAZ - Warrant Clearing Account	Check	1074981	04/03/2019	Accounts Payable	DAZ, CECILIA	309.72
Open	NBAZ - Warrant Clearing Account	Check	1074982	04/03/2019	Accounts Payable	DIRECTV LLC	139.22
Open	NBAZ - Warrant Clearing Account	Check	1074983	04/03/2019	Accounts Payable	DISH NETWORK	116.13
Open	NBAZ - Warrant Clearing Account	Check	1074984	04/03/2019	Accounts Payable	DUGDALE, BEN	988.77
Open	NBAZ - Warrant Clearing Account	Check	1074985	04/03/2019	Accounts Payable	ELLINGTON, DYLLIN RICK	60.00
Open	NBAZ - Warrant Clearing Account	Check	1074986	04/03/2019	Accounts Payable	ELWOOD, JULIUS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1074987	04/03/2019	Accounts Payable	EMBASSY SUITES	209.38
Open	NBAZ - Warrant Clearing Account	Check	1074988	04/03/2019	Accounts Payable	EMPIRE MACHINERY	93.27
Open	NBAZ - Warrant Clearing Account	Check	1074989	04/03/2019	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	39.18
Open	NBAZ - Warrant Clearing Account	Check	1074990	04/03/2019	Accounts Payable	FODERA, DORIS A	222.82
Open	NBAZ - Warrant Clearing Account	Check	1074991	04/03/2019	Accounts Payable	FREELAND, GABRIEL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1074992	04/03/2019	Accounts Payable	FRONTIER	97.15
Open	NBAZ - Warrant Clearing Account	Check	1074993	04/03/2019	Accounts Payable	FRONTIER	109.33
Open	NBAZ - Warrant Clearing Account	Check	1074994	04/03/2019	Accounts Payable	FRONTIER	428.36
Open	NBAZ - Warrant Clearing Account	Check	1074995	04/03/2019	Accounts Payable	FRONTIER	182.34
Open	NBAZ - Warrant Clearing Account	Check	1074996	04/03/2019	Accounts Payable	FRONTIER	368.26
Open	NBAZ - Warrant Clearing Account	Check	1074997	04/03/2019	Accounts Payable	GALLUP LUMBER & SUPPLY	40.34
Open	NBAZ - Warrant Clearing Account	Check	1074998	04/03/2019	Accounts Payable	GARDNER, SAMUEL TODD	1,169.10
Open	NBAZ - Warrant Clearing Account	Check	1074999	04/03/2019	Accounts Payable	GRAY, LEVERIL	100.00
Open	NBAZ - Warrant Clearing Account	Check	1075000	04/03/2019	Accounts Payable	GROVERS HILL IRRIGATION DISTRICT	196.00
Open	NBAZ - Warrant Clearing Account	Check	1075001	04/03/2019	Accounts Payable	HEAP, KLINT	1,361.01
Open	NBAZ - Warrant Clearing Account	Check	1075002	04/03/2019	Accounts Payable	HI TECH WINDSHIELD & GLASS CO	720.82
Open	NBAZ - Warrant Clearing Account	Check	1075003	04/03/2019	Accounts Payable	HIGH COUNTRY PROPANE	1,282.25
Open	NBAZ - Warrant Clearing Account	Check	1075004	04/03/2019	Accounts Payable	HILL, PATRICIA	321.87
Open	NBAZ - Warrant Clearing Account	Check	1075005	04/03/2019	Accounts Payable	HILL AZ GROCERY STORE	32.09
Open	NBAZ - Warrant Clearing Account	Check	1075006	04/03/2019	Accounts Payable	HOME DEPOT	1,080.28
Open	NBAZ - Warrant Clearing Account	Check	1075007	04/03/2019	Accounts Payable	HOUNSHELL, ANNELL R	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075008	04/03/2019	Accounts Payable	HOUNSHELL, BO	590.92
Open	NBAZ - Warrant Clearing Account	Check	1075009	04/03/2019	Accounts Payable	IKARD & NEWSOM	1,482.80
Open	NBAZ - Warrant Clearing Account	Check	1075010	04/03/2019	Accounts Payable	IMPACT TELECOM	61.74

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075011	04/03/2019	Accounts Payable	INGRAM, JOHN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075012	04/03/2019	Accounts Payable	INGRAM LIBRARY SERVICES	1,464.64
Open	NBAZ - Warrant Clearing Account	Check	1075013	04/03/2019	Accounts Payable	J & B SALES	663.48
Open	NBAZ - Warrant Clearing Account	Check	1075014	04/03/2019	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	319.22
Open	NBAZ - Warrant Clearing Account	Check	1075015	04/03/2019	Accounts Payable	JONES, DENNISE L	854.10
Open	NBAZ - Warrant Clearing Account	Check	1075016	04/03/2019	Accounts Payable	KB WELDING INC	7,806.31
Open	NBAZ - Warrant Clearing Account	Check	1075017	04/03/2019	Accounts Payable	KIRK, TOMMY	166.00
Open	NBAZ - Warrant Clearing Account	Check	1075018	04/03/2019	Accounts Payable	LAMM, DAVID	880.48
Open	NBAZ - Warrant Clearing Account	Check	1075019	04/03/2019	Accounts Payable	LARRY TRAVIS HEAP	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075020	04/03/2019	Accounts Payable	LATHAM, MICHAEL	532.10
Open	NBAZ - Warrant Clearing Account	Check	1075021	04/03/2019	Accounts Payable	LAWSON PRODUCTS INC	917.28
Open	NBAZ - Warrant Clearing Account	Check	1075022	04/03/2019	Accounts Payable	LEE, NAM HO	668.56
Open	NBAZ - Warrant Clearing Account	Check	1075023	04/03/2019	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	362.16
Open	NBAZ - Warrant Clearing Account	Check	1075024	04/03/2019	Accounts Payable	LIBERTY FENCE AND SUPPLY	183.98
Open	NBAZ - Warrant Clearing Account	Check	1075025	04/03/2019	Accounts Payable	LIVCO WATER & SEWER COMPANY	45.80
Open	NBAZ - Warrant Clearing Account	Check	1075026	04/03/2019	Accounts Payable	MACKENZIE, ROBERT ANDREW	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075027	04/03/2019	Accounts Payable	MASS TRANSCRIPTIONS	170.10
Open	NBAZ - Warrant Clearing Account	Check	1075028	04/03/2019	Accounts Payable	MCCARTHY, CHRIS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075029	04/03/2019	Accounts Payable	MCCARTHY, STEPHANIE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075030	04/03/2019	Accounts Payable	MEAD PUBLISHING	2,575.00
Open	NBAZ - Warrant Clearing Account	Check	1075031	04/03/2019	Accounts Payable	MONTIERTH, LEHI	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075032	04/03/2019	Accounts Payable	MORGAN, DIANA M	335.32
Open	NBAZ - Warrant Clearing Account	Check	1075033	04/03/2019	Accounts Payable	NATIONAL BANK	3,417.24
Open	NBAZ - Warrant Clearing Account	Check	1075034	04/03/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0127	225.25
Open	NBAZ - Warrant Clearing Account	Check	1075035	04/03/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	2,384.48
Open	NBAZ - Warrant Clearing Account	Check	1075036	04/03/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0085	2,379.64
Open	NBAZ - Warrant Clearing Account	Check	1075037	04/03/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	1,113.28
Open	NBAZ - Warrant Clearing Account	Check	1075038	04/03/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0341	579.12
Open	NBAZ - Warrant Clearing Account	Check	1075039	04/03/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0822	516.12
Open	NBAZ - Warrant Clearing Account	Check	1075040	04/03/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0830	318.89
Open	NBAZ - Warrant Clearing Account	Check	1075041	04/03/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0962	75.65
Open	NBAZ - Warrant Clearing Account	Check	1075042	04/03/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	576.36
Open	NBAZ - Warrant Clearing Account	Check	1075043	04/03/2019	Accounts Payable	NAVAJO WESTERNERS	80.04
Open	NBAZ - Warrant Clearing Account	Check	1075044	04/03/2019	Accounts Payable	NEWMAN, TEDDY MILES	150.00
Open	NBAZ - Warrant Clearing Account	Check	1075045	04/03/2019	Accounts Payable	NEZ, FLORA	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075046	04/03/2019	Accounts Payable	NICHOLS, WYATT W	150.00
Open	NBAZ - Warrant Clearing Account	Check	1075047	04/03/2019	Accounts Payable	NOEL'S INC	174.23
Open	NBAZ - Warrant Clearing Account	Check	1075048	04/03/2019	Accounts Payable	NORTHEAST ARIZONA FIRE CHIEFS ASSOCIATION	200.00
Open	NBAZ - Warrant Clearing Account	Check	1075049	04/03/2019	Accounts Payable	OFFICE FURNITURE COM LLC	5,283.91
Open	NBAZ - Warrant Clearing Account	Check	1075050	04/03/2019	Accounts Payable	OMNISOURCE UNITED INC	67.20
Open	NBAZ - Warrant Clearing Account	Check	1075051	04/03/2019	Accounts Payable	OTERO, MARY ELLEN D	53.36
Open	NBAZ - Warrant Clearing Account	Check	1075052	04/03/2019	Accounts Payable	OVERDRIVE INC	1,877.92
Open	NBAZ - Warrant Clearing Account	Check	1075053	04/03/2019	Accounts Payable	PABLO'S UPHOLSTERY & SUPPLIES	485.00
Open	NBAZ - Warrant Clearing Account	Check	1075054	04/03/2019	Accounts Payable	PACK SHACK	67.50
Open	NBAZ - Warrant Clearing Account	Check	1075055	04/03/2019	Accounts Payable	PATTERSON, DENNIELLE	150.00
Open	NBAZ - Warrant Clearing Account	Check	1075056	04/03/2019	Accounts Payable	PATTERSON, RYAN N	413.10

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075057	04/03/2019	Accounts Payable	PEARCE, DOUGLAS LANCE	212.28
Open	NBAZ - Warrant Clearing Account	Check	1075058	04/03/2019	Accounts Payable	PERFECT PRINTZ LLC	526.22
Open	NBAZ - Warrant Clearing Account	Check	1075059	04/03/2019	Accounts Payable	QUALITY CARQUEST	83.90
Open	NBAZ - Warrant Clearing Account	Check	1075060	04/03/2019	Accounts Payable	QUEST ENTERPRISES INC	562.64
Open	NBAZ - Warrant Clearing Account	Check	1075061	04/03/2019	Accounts Payable	QUILL CORP	1,661.83
Open	NBAZ - Warrant Clearing Account	Check	1075062	04/03/2019	Accounts Payable	RDO EQUIPMENT CO	416.44
Open	NBAZ - Warrant Clearing Account	Check	1075063	04/03/2019	Accounts Payable	REED, BRIAN A	155.00
Open	NBAZ - Warrant Clearing Account	Check	1075064	04/03/2019	Accounts Payable	RICO MOTOR COMPANY INC	35.05
Open	NBAZ - Warrant Clearing Account	Check	1075065	04/03/2019	Accounts Payable	RICOH USA INC	445.78
Open	NBAZ - Warrant Clearing Account	Check	1075066	04/03/2019	Accounts Payable	ROGERS, SCOTT	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075067	04/03/2019	Accounts Payable	RUPP, ALEXANDRA NICOLA A	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075068	04/03/2019	Accounts Payable	S R ROBERTS INC	1,704.12
Open	NBAZ - Warrant Clearing Account	Check	1075069	04/03/2019	Accounts Payable	SAFETY KLEEN	460.73
Open	NBAZ - Warrant Clearing Account	Check	1075070	04/03/2019	Accounts Payable	SAFEWAY INC	11.85
Open	NBAZ - Warrant Clearing Account	Check	1075071	04/03/2019	Accounts Payable	SEAN P WILSON MD	100.00
Open	NBAZ - Warrant Clearing Account	Check	1075072	04/03/2019	Accounts Payable	SEGOVIA, ANALESE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075073	04/03/2019	Accounts Payable	SHEPHERD, ALTON JOE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075074	04/03/2019	Accounts Payable	SHIRLEY, JOE Junior	755.23
Open	NBAZ - Warrant Clearing Account	Check	1075075	04/03/2019	Accounts Payable	SINE-SHIELDS, KELI ANN	121.82
Open	NBAZ - Warrant Clearing Account	Check	1075076	04/03/2019	Accounts Payable	SPEEDYS CONVENIENCE ONE INC	432.00
Open	NBAZ - Warrant Clearing Account	Check	1075077	04/03/2019	Accounts Payable	ST JOHNS SUBWAY	88.37
Open	NBAZ - Warrant Clearing Account	Check	1075078	04/03/2019	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	25.00
Open	NBAZ - Warrant Clearing Account	Check	1075079	04/03/2019	Accounts Payable	STANFORD GENERAL STORE LLC	115.00
Open	NBAZ - Warrant Clearing Account	Check	1075080	04/03/2019	Accounts Payable	STATE BAR OF ARIZONA	36.58
Open	NBAZ - Warrant Clearing Account	Check	1075081	04/03/2019	Accounts Payable	STRADLING, CHERYL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075082	04/03/2019	Accounts Payable	STRADLING-COLLINS, SUEAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075083	04/03/2019	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	454.40
Open	NBAZ - Warrant Clearing Account	Check	1075084	04/03/2019	Accounts Payable	THE POUR STATION	45.00
Open	NBAZ - Warrant Clearing Account	Check	1075085	04/03/2019	Accounts Payable	THOMAS, JEREL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075086	04/03/2019	Accounts Payable	THOMPSON, ALENA	400.00
Open	NBAZ - Warrant Clearing Account	Check	1075087	04/03/2019	Accounts Payable	TIME MASTERS	73.46
Open	NBAZ - Warrant Clearing Account	Check	1075088	04/03/2019	Accounts Payable	TIMEMARK INC	258.92
Open	NBAZ - Warrant Clearing Account	Check	1075089	04/03/2019	Accounts Payable	TJP COMMUNICATIONS	450.00
Open	NBAZ - Warrant Clearing Account	Check	1075090	04/03/2019	Accounts Payable	TSO, KENDRA A	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075091	04/03/2019	Accounts Payable	UDALL, W JEFFORY	34.80
Open	NBAZ - Warrant Clearing Account	Check	1075092	04/03/2019	Accounts Payable	UNIFIRST CORPORATION	53.12
Open	NBAZ - Warrant Clearing Account	Check	1075093	04/03/2019	Accounts Payable	US POSTMASTER	235.00
Open	NBAZ - Warrant Clearing Account	Check	1075094	04/03/2019	Accounts Payable	US POSTMASTER	710.00
Open	NBAZ - Warrant Clearing Account	Check	1075095	04/03/2019	Accounts Payable	VALLEY AUTO PARTS	769.81
Open	NBAZ - Warrant Clearing Account	Check	1075096	04/03/2019	Accounts Payable	VALLEY IMAGING SOLUTIONS	67.58
Open	NBAZ - Warrant Clearing Account	Check	1075097	04/03/2019	Accounts Payable	VERIZON WIRELESS	1,646.86
Open	NBAZ - Warrant Clearing Account	Check	1075098	04/03/2019	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	40.26
Open	NBAZ - Warrant Clearing Account	Check	1075099	04/03/2019	Accounts Payable	WAITE, DELANA	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075100	04/03/2019	Accounts Payable	WAITE, SHARON K	390.00
Open	NBAZ - Warrant Clearing Account	Check	1075101	04/03/2019	Accounts Payable	WASTE MANAGEMENT OF AZ	43.58
Open	NBAZ - Warrant Clearing Account	Check	1075102	04/03/2019	Accounts Payable	WEBB, ALICE JO	309.72

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075103	04/03/2019	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	1,794.63
Open	NBAZ - Warrant Clearing Account	Check	1075104	04/03/2019	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	36.64
Open	NBAZ - Warrant Clearing Account	Check	1075105	04/03/2019	Accounts Payable	WHITE MOUNTAIN RADIOLOGY	531.79
Open	NBAZ - Warrant Clearing Account	Check	1075106	04/03/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	404.17
Open	NBAZ - Warrant Clearing Account	Check	1075107	04/03/2019	Accounts Payable	WHITTING, MICHAEL B	460.22
Open	NBAZ - Warrant Clearing Account	Check	1075108	04/03/2019	Accounts Payable	WILSON INVESTIGATIVE SERVICES	120.00
Open	NBAZ - Warrant Clearing Account	Check	1075109	04/03/2019	Accounts Payable	WOOD, ANTONIA	107.26
Open	NBAZ - Warrant Clearing Account	Check	1075110	04/03/2019	Accounts Payable	WRIGHT EXPRESS FSC	6,045.47
Open	NBAZ - Warrant Clearing Account	Check	1075111	04/03/2019	Accounts Payable	YAROSH, DAWN	774.09
Open	NBAZ - Warrant Clearing Account	Check	1075112	04/03/2019	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	17,600.00
Open	NBAZ - Warrant Clearing Account	Check	1075113	04/03/2019	Accounts Payable	YAZZIE'S AUTO PARTS INC	578.22
Open	NBAZ - Warrant Clearing Account	Check	1075114	04/03/2019	Accounts Payable	YOUNG, JOSEPH	800.52
Open	NBAZ - Warrant Clearing Account	Check	1075115	04/03/2019	Accounts Payable	ZHELEV, IVAN D	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075116	04/04/2019	Accounts Payable	APACHE COUNTY	258.00
Open	NBAZ - Warrant Clearing Account	Check	1075117	04/04/2019	Accounts Payable	APACHE COUNTY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075118	04/04/2019	Accounts Payable	BAZURTO, MALENA GENEVIEVE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075119	04/04/2019	Accounts Payable	GUINN, RICHARD C	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075120	04/04/2019	Accounts Payable	MOORE, RETTA	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075121	04/04/2019	Accounts Payable	SIMSHAUSER, TRAVIS K	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075122	04/04/2019	Accounts Payable	SIMSHAUSER, TRAVIS K	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075123	04/04/2019	Accounts Payable	VERITAS RESEARCH CONSULTING	3,300.00
Open	NBAZ - Warrant Clearing Account	Check	1075124	04/08/2019	Accounts Payable	SHEPHERD, ALTON JOE	155.44
Open	NBAZ - Warrant Clearing Account	Check	1075125	04/10/2019	Accounts Payable	QUEST ENTERPRISES INC	4,786.45
Open	NBAZ - Warrant Clearing Account	Check	1075126	04/10/2019	Accounts Payable	AGUERO, ROBIN R	13.71
Open	NBAZ - Warrant Clearing Account	Check	1075127	04/10/2019	Accounts Payable	ALL AROUND CLEAN UP	2,500.00
Open	NBAZ - Warrant Clearing Account	Check	1075128	04/10/2019	Accounts Payable	ALLEN INSTRUMENTS AND SUPPLIES	571.53
Open	NBAZ - Warrant Clearing Account	Check	1075129	04/10/2019	Accounts Payable	ALSCO INC	678.87
Open	NBAZ - Warrant Clearing Account	Check	1075130	04/10/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	778.31
Open	NBAZ - Warrant Clearing Account	Check	1075131	04/10/2019	Accounts Payable	AMERICA'S BEST VALUE INN SPRINGERVILLE	374.25
Open	NBAZ - Warrant Clearing Account	Check	1075132	04/10/2019	Accounts Payable	AMERICAS BEST VALUE INN SPRINGERVILLE	360.25
Open	NBAZ - Warrant Clearing Account	Check	1075133	04/10/2019	Accounts Payable	ANDERSON, CHARL A	360.25
Open	NBAZ - Warrant Clearing Account	Check	1075134	04/10/2019	Accounts Payable	ANDERSON, CHARL A	165.16
Open	NBAZ - Warrant Clearing Account	Check	1075135	04/10/2019	Accounts Payable	APACHE COUNTY	331.63
Open	NBAZ - Warrant Clearing Account	Check	1075136	04/10/2019	Accounts Payable	ARIZONA BUILDING OFFICIALS	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1075137	04/10/2019	Accounts Payable	ASHLEY, EILEEN T	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1075138	04/10/2019	Accounts Payable	ASHTONS REPAIR INC	64.96
Open	NBAZ - Warrant Clearing Account	Check	1075139	04/10/2019	Accounts Payable	ASPEN TIRE & OIL	1,202.13
Open	NBAZ - Warrant Clearing Account	Check	1075140	04/10/2019	Accounts Payable	ATTAKAI, LUCINDA L	74.26
Open	NBAZ - Warrant Clearing Account	Check	1075141	04/10/2019	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	277.00
Open	NBAZ - Warrant Clearing Account	Check	1075142	04/10/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	64,872.91
Open	NBAZ - Warrant Clearing Account	Check	1075143	04/10/2019	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	155.00
Open	NBAZ - Warrant Clearing Account	Check	1075144	04/10/2019	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	67.00
Open	NBAZ - Warrant Clearing Account	Check	1075145	04/10/2019	Accounts Payable	AZ DEPT OF STATE	590.76
Open	NBAZ - Warrant Clearing Account	Check	1075146	04/10/2019	Accounts Payable	AZ SUPREME COURT	68.00
Open	NBAZ - Warrant Clearing Account	Check	1075147	04/10/2019	Accounts Payable	BASHAS' CORPORATE OFFICE	148.00
Open	NBAZ - Warrant Clearing Account	Check	1075148	04/10/2019	Accounts Payable	BAST, ELLEN RAE	594.00
Open	NBAZ - Warrant Clearing Account	Check	1075149	04/10/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	349.88
Open	NBAZ - Warrant Clearing Account	Check	1075150	04/10/2019	Accounts Payable	BEGAY, SARAH MAE	671.55
Open	NBAZ - Warrant Clearing Account	Check	1075151	04/10/2019	Accounts Payable	BIGELOW, MARIAN	825.00
Open	NBAZ - Warrant Clearing Account	Check	1075152	04/10/2019	Accounts Payable	BIGELOW, MARIAN	272.40

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075149	04/10/2019	Accounts Payable	BLANSETT, SANDRA L	50.00
Open	NBAZ - Warrant Clearing Account	Check	1075150	04/10/2019	Accounts Payable	BLUE 360 MEDIA LLC	104.16
Open	NBAZ - Warrant Clearing Account	Check	1075151	04/10/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	894.53
Open	NBAZ - Warrant Clearing Account	Check	1075152	04/10/2019	Accounts Payable	BM TECHNOLOGY & SUPPLY INC	128.06
Open	NBAZ - Warrant Clearing Account	Check	1075153	04/10/2019	Accounts Payable	BOB BARKER COMPANY INC	687.69
Open	NBAZ - Warrant Clearing Account	Check	1075154	04/10/2019	Accounts Payable	BODIE, SHANE LEO	115.00
Open	NBAZ - Warrant Clearing Account	Check	1075155	04/10/2019	Accounts Payable	BOOT BARN	167.87
Open	NBAZ - Warrant Clearing Account	Check	1075156	04/10/2019	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	Check	1075157	04/10/2019	Accounts Payable	CASTILLO, TAMARA S	35.71
Open	NBAZ - Warrant Clearing Account	Check	1075158	04/10/2019	Accounts Payable	CDW GOVERNMENT LLC	37.84
Open	NBAZ - Warrant Clearing Account	Check	1075159	04/10/2019	Accounts Payable	CEDAR GROVE WATER CO	144.47
Open	NBAZ - Warrant Clearing Account	Check	1075160	04/10/2019	Accounts Payable	CELLULAR ONE NE AZ	97.99
Open	NBAZ - Warrant Clearing Account	Check	1075161	04/10/2019	Accounts Payable	CENGAGE LEARNING INC	75.37
Open	NBAZ - Warrant Clearing Account	Check	1075162	04/10/2019	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	312.00
Open	NBAZ - Warrant Clearing Account	Check	1075163	04/10/2019	Accounts Payable	CENTRAL ARIZONA SUPPLY	858.66
Open	NBAZ - Warrant Clearing Account	Check	1075164	04/10/2019	Accounts Payable	CIRIVELLO, MICHAEL V	132.00
Open	NBAZ - Warrant Clearing Account	Check	1075165	04/10/2019	Accounts Payable	CLARK, ALBERT N	46.00
Open	NBAZ - Warrant Clearing Account	Check	1075166	04/10/2019	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	245.99
Open	NBAZ - Warrant Clearing Account	Check	1075167	04/10/2019	Accounts Payable	CONTINUANT INC	1,015.20
Open	NBAZ - Warrant Clearing Account	Check	1075168	04/10/2019	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1075169	04/10/2019	Accounts Payable	COVEY, JOSHUA T	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075170	04/10/2019	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	19,611.25
Open	NBAZ - Warrant Clearing Account	Check	1075171	04/10/2019	Accounts Payable	CURTIS, JOSHUA T	144.00
Open	NBAZ - Warrant Clearing Account	Check	1075172	04/10/2019	Accounts Payable	DAHOZY, RODGER	429.57
Open	NBAZ - Warrant Clearing Account	Check	1075173	04/10/2019	Accounts Payable	DIAMOND C FEEDS	130.86
Open	NBAZ - Warrant Clearing Account	Check	1075174	04/10/2019	Accounts Payable	DIAZ, CECILIA	478.32
Open	NBAZ - Warrant Clearing Account	Check	1075175	04/10/2019	Accounts Payable	DIRECTV LLC	164.81
Open	NBAZ - Warrant Clearing Account	Check	1075176	04/10/2019	Accounts Payable	DISH NETWORK	140.73
Open	NBAZ - Warrant Clearing Account	Check	1075177	04/10/2019	Accounts Payable	DISH NETWORK	73.49
Open	NBAZ - Warrant Clearing Account	Check	1075178	04/10/2019	Accounts Payable	DITTY'S PIZZA AND PIE	57.70
Open	NBAZ - Warrant Clearing Account	Check	1075179	04/10/2019	Accounts Payable	ELITE LAUNDRY COMPANY INC	32.49
Open	NBAZ - Warrant Clearing Account	Check	1075180	04/10/2019	Accounts Payable	EMEDCO	527.75
Open	NBAZ - Warrant Clearing Account	Check	1075181	04/10/2019	Accounts Payable	EMPIRE MACHINERY	2,009.78
Open	NBAZ - Warrant Clearing Account	Check	1075182	04/10/2019	Accounts Payable	ERHART, ANNA COLETTE	23.43
Open	NBAZ - Warrant Clearing Account	Check	1075183	04/10/2019	Accounts Payable	EXCEL HOSE LLC	9.67
Open	NBAZ - Warrant Clearing Account	Check	1075184	04/10/2019	Accounts Payable	FLEET PRIDE	1,975.89
Open	NBAZ - Warrant Clearing Account	Check	1075185	04/10/2019	Accounts Payable	FREELAND, GABRIEL	246.29
Open	NBAZ - Warrant Clearing Account	Check	1075186	04/10/2019	Accounts Payable	FRONTIER	163.47
Open	NBAZ - Warrant Clearing Account	Check	1075187	04/10/2019	Accounts Payable	FRONTIER	112.90
Open	NBAZ - Warrant Clearing Account	Check	1075188	04/10/2019	Accounts Payable	FRONTIER	175.26
Open	NBAZ - Warrant Clearing Account	Check	1075189	04/10/2019	Accounts Payable	FRONTIER	205.05
Open	NBAZ - Warrant Clearing Account	Check	1075190	04/10/2019	Accounts Payable	FRONTIER	172.96
Open	NBAZ - Warrant Clearing Account	Check	1075191	04/10/2019	Accounts Payable	FRONTIER	172.45
Open	NBAZ - Warrant Clearing Account	Check	1075192	04/10/2019	Accounts Payable	FRONTIER	122.49
Open	NBAZ - Warrant Clearing Account	Check	1075193	04/10/2019	Accounts Payable	FRONTIER	167.95
Open	NBAZ - Warrant Clearing Account	Check	1075194	04/10/2019	Accounts Payable	FRONTIER	166.84

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075195	04/10/2019	Accounts Payable	FRONTIER	180.79
Open	NBAZ - Warrant Clearing Account	Check	1075196	04/10/2019	Accounts Payable	FRONTIER	163.17
Open	NBAZ - Warrant Clearing Account	Check	1075197	04/10/2019	Accounts Payable	FRONTIER	1,819.01
Open	NBAZ - Warrant Clearing Account	Check	1075198	04/10/2019	Accounts Payable	FRONTIER	776.23
Open	NBAZ - Warrant Clearing Account	Check	1075199	04/10/2019	Accounts Payable	FX TACTICAL LLC	2,495.49
Open	NBAZ - Warrant Clearing Account	Check	1075200	04/10/2019	Accounts Payable	GALL'S INC	276.57
Open	NBAZ - Warrant Clearing Account	Check	1075201	04/10/2019	Accounts Payable	GLAXO SMITHKLINE PHARMACY	1,386.00
Open	NBAZ - Warrant Clearing Account	Check	1075202	04/10/2019	Accounts Payable	GOMEZ, BARBARA J	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075203	04/10/2019	Accounts Payable	GREER, DARYL	15.27
Open	NBAZ - Warrant Clearing Account	Check	1075204	04/10/2019	Accounts Payable	GURLEY MOTOR CO	144.35
Open	NBAZ - Warrant Clearing Account	Check	1075205	04/10/2019	Accounts Payable	HANCOCK, PAUL	11.44
Open	NBAZ - Warrant Clearing Account	Check	1075206	04/10/2019	Accounts Payable	HEAP, KLINT	225.00
Open	NBAZ - Warrant Clearing Account	Check	1075207	04/10/2019	Accounts Payable	HERITAGE FOOD SERVICE GROUP INC	22.35
Open	NBAZ - Warrant Clearing Account	Check	1075208	04/10/2019	Accounts Payable	HIGH COUNTRY SIGNS LLC	30.00
Open	NBAZ - Warrant Clearing Account	Check	1075209	04/10/2019	Accounts Payable	HILL AZ GROCERY STORE	166.34
Open	NBAZ - Warrant Clearing Account	Check	1075210	04/10/2019	Accounts Payable	HILL AZ GROCERY STORE	242.58
Open	NBAZ - Warrant Clearing Account	Check	1075211	04/10/2019	Accounts Payable	HILLYARD/FLAGSTAFF	3,344.13
Open	NBAZ - Warrant Clearing Account	Check	1075212	04/10/2019	Accounts Payable	HOLTSOI, TERESA ANN	156.60
Open	NBAZ - Warrant Clearing Account	Check	1075213	04/10/2019	Accounts Payable	HOME DEPOT	303.97
Open	NBAZ - Warrant Clearing Account	Check	1075214	04/10/2019	Accounts Payable	HOOVER, JILL L	413.61
Open	NBAZ - Warrant Clearing Account	Check	1075215	04/10/2019	Accounts Payable	HOSTYLE TAKEOVER CLEANING SERVICE	440.00
Open	NBAZ - Warrant Clearing Account	Check	1075216	04/10/2019	Accounts Payable	HOUNSHELL, BRIAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075217	04/10/2019	Accounts Payable	HOYT, VIRGINIA E	445.92
Open	NBAZ - Warrant Clearing Account	Check	1075218	04/10/2019	Accounts Payable	IKARD & NEWSOM	382.87
Open	NBAZ - Warrant Clearing Account	Check	1075219	04/10/2019	Accounts Payable	INGRAM LIBRARY SERVICES	1,521.73
Open	NBAZ - Warrant Clearing Account	Check	1075220	04/10/2019	Accounts Payable	J & B SALES	1,938.51
Open	NBAZ - Warrant Clearing Account	Check	1075221	04/10/2019	Accounts Payable	JENSEN, TYRON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075222	04/10/2019	Accounts Payable	JONES, DENNISE L	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075223	04/10/2019	Accounts Payable	JONES, MICHELLE	125.28
Open	NBAZ - Warrant Clearing Account	Check	1075224	04/10/2019	Accounts Payable	KATHLEEN M MCGUIRE PSY D LLC	1,955.00
Open	NBAZ - Warrant Clearing Account	Check	1075225	04/10/2019	Accounts Payable	KONICA MINOLTA	1,221.34
Open	NBAZ - Warrant Clearing Account	Check	1075226	04/10/2019	Accounts Payable	KTNN RADIO STATION	890.40
Open	NBAZ - Warrant Clearing Account	Check	1075227	04/10/2019	Accounts Payable	L R INVESTIGATIONS LLC	90.00
Open	NBAZ - Warrant Clearing Account	Check	1075228	04/10/2019	Accounts Payable	LANGUAGE LINE SERVICES INC	238.65
Open	NBAZ - Warrant Clearing Account	Check	1075229	04/10/2019	Accounts Payable	LINCOLN, TRAVIS	100.00
Open	NBAZ - Warrant Clearing Account	Check	1075230	04/10/2019	Accounts Payable	LIVINGSTON, CEEJAYE	281.00
Open	NBAZ - Warrant Clearing Account	Check	1075231	04/10/2019	Accounts Payable	MADRID, CHARLENE	824.96
Open	NBAZ - Warrant Clearing Account	Check	1075232	04/10/2019	Accounts Payable	MCI	39.49
Open	NBAZ - Warrant Clearing Account	Check	1075233	04/10/2019	Accounts Payable	MEEKS, MELISSA	833.88
Open	NBAZ - Warrant Clearing Account	Check	1075234	04/10/2019	Accounts Payable	MIRANDA, OSCAR R	65.30
Open	NBAZ - Warrant Clearing Account	Check	1075235	04/10/2019	Accounts Payable	MISSION UNIFORM & LINEN	177.32
Open	NBAZ - Warrant Clearing Account	Check	1075236	04/10/2019	Accounts Payable	MOORE, ALANE M	2,100.00
Open	NBAZ - Warrant Clearing Account	Check	1075237	04/10/2019	Accounts Payable	MOORE, JASON WAYNE	188.84
Open	NBAZ - Warrant Clearing Account	Check	1075238	04/10/2019	Accounts Payable	MOUNTAIN LEGAL PLLC	192.50
Open	NBAZ - Warrant Clearing Account	Check	1075239	04/10/2019	Accounts Payable	NATIONAL TACTICAL OFFICE ASSN	40.00
Open	NBAZ - Warrant Clearing Account	Check	1075240	04/10/2019	Accounts Payable	NATUREPLAY ART COMPANY	304.76

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075241	04/10/2019	Accounts Payable	NAVAJO SANITATION INC	39.30
Open	NBAZ - Warrant Clearing Account	Check	1075242	04/10/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,876.46
Open	NBAZ - Warrant Clearing Account	Check	1075243	04/10/2019	Accounts Payable	NAVAJO WESTERNERS	82.99
Open	NBAZ - Warrant Clearing Account	Check	1075244	04/10/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	6,665.64
Open	NBAZ - Warrant Clearing Account	Check	1075245	04/10/2019	Accounts Payable	NICHOLSON, JULIE ANN	458.16
Open	NBAZ - Warrant Clearing Account	Check	1075246	04/10/2019	Accounts Payable	NORCHEM DRUG TESTING LABORATORY	25.70
Open	NBAZ - Warrant Clearing Account	Check	1075247	04/10/2019	Accounts Payable	NOTAH, ANTONY C	115.00
Open	NBAZ - Warrant Clearing Account	Check	1075248	04/10/2019	Accounts Payable	OCLC INC	79.21
Open	NBAZ - Warrant Clearing Account	Check	1075249	04/10/2019	Accounts Payable	OFFICE DEPOT	260.74
Open	NBAZ - Warrant Clearing Account	Check	1075250	04/10/2019	Accounts Payable	OVERDRIVE INC	2,685.87
Open	NBAZ - Warrant Clearing Account	Check	1075251	04/10/2019	Accounts Payable	PACIFIC PONDEROSA CO INC	4,109.44
Open	NBAZ - Warrant Clearing Account	Check	1075252	04/10/2019	Accounts Payable	PATERSON, RYAN N	33.18
Open	NBAZ - Warrant Clearing Account	Check	1075253	04/10/2019	Accounts Payable	PENWORTHY COMPANY	245.92
Open	NBAZ - Warrant Clearing Account	Check	1075254	04/10/2019	Accounts Payable	PERFECT PRINTZ LLC	552.18
Open	NBAZ - Warrant Clearing Account	Check	1075255	04/10/2019	Accounts Payable	PLATT DDS, RANDOLPH	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1075256	04/10/2019	Accounts Payable	PRAXAIR DISTRIBUTION INC	29.46
Open	NBAZ - Warrant Clearing Account	Check	1075257	04/10/2019	Accounts Payable	PREMIER DRY CLEANING	103.20
Open	NBAZ - Warrant Clearing Account	Check	1075258	04/10/2019	Accounts Payable	PREMIUM PROPANE LLC	58.78
Open	NBAZ - Warrant Clearing Account	Check	1075259	04/10/2019	Accounts Payable	QUALITY CARQUEST	175.34
Open	NBAZ - Warrant Clearing Account	Check	1075260	04/10/2019	Accounts Payable	QUILL CORP	3,705.69
Open	NBAZ - Warrant Clearing Account	Check	1075261	04/10/2019	Accounts Payable	R&S NORTHEAST LLC	142.05
Open	NBAZ - Warrant Clearing Account	Check	1075262	04/10/2019	Accounts Payable	RELIABLE BACKGROUND SCREENING	521.50
Open	NBAZ - Warrant Clearing Account	Check	1075263	04/10/2019	Accounts Payable	RHINEHART OIL CO	26,071.04
Open	NBAZ - Warrant Clearing Account	Check	1075264	04/10/2019	Accounts Payable	RICO MOTOR COMPANY INC	47.87
Open	NBAZ - Warrant Clearing Account	Check	1075265	04/10/2019	Accounts Payable	RIGG LAW FIRM PLLC	1,295.50
Open	NBAZ - Warrant Clearing Account	Check	1075266	04/10/2019	Accounts Payable	ROBERTSON, CELESTE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075267	04/10/2019	Accounts Payable	ROGERS, SCOTT	122.98
Open	NBAZ - Warrant Clearing Account	Check	1075268	04/10/2019	Accounts Payable	ROMERO, ANGELA C	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075269	04/10/2019	Accounts Payable	RUSH TRUCK CENTER	1,151.09
Open	NBAZ - Warrant Clearing Account	Check	1075270	04/10/2019	Accounts Payable	S & S SELF STORAGE	94.00
Open	NBAZ - Warrant Clearing Account	Check	1075271	04/10/2019	Accounts Payable	S&S HEART SAVERS INC	125.00
Open	NBAZ - Warrant Clearing Account	Check	1075272	04/10/2019	Accounts Payable	SAFELITE AUTO GLASS	307.17
Open	NBAZ - Warrant Clearing Account	Check	1075273	04/10/2019	Accounts Payable	SAFETY KLEEN	128.11
Open	NBAZ - Warrant Clearing Account	Check	1075274	04/10/2019	Accounts Payable	SAFEMWAY INC	178.94
Open	NBAZ - Warrant Clearing Account	Check	1075275	04/10/2019	Accounts Payable	SCHIFF, LAURENCE	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1075276	04/10/2019	Accounts Payable	SCHINDLER ELEVATOR CORPORATION	975.23
Open	NBAZ - Warrant Clearing Account	Check	1075277	04/10/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	2,866.25
Open	NBAZ - Warrant Clearing Account	Check	1075278	04/10/2019	Accounts Payable	SEM APPLICATIONS INC	102.00
Open	NBAZ - Warrant Clearing Account	Check	1075279	04/10/2019	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	101.86
Open	NBAZ - Warrant Clearing Account	Check	1075280	04/10/2019	Accounts Payable	SHERILL, LANNY B	225.00
Open	NBAZ - Warrant Clearing Account	Check	1075281	04/10/2019	Accounts Payable	SIERRA PROPANE	1,200.17
Open	NBAZ - Warrant Clearing Account	Check	1075282	04/10/2019	Accounts Payable	SMITH, TERRY D	36.48
Open	NBAZ - Warrant Clearing Account	Check	1075283	04/10/2019	Accounts Payable	SPARKLETT'S WATER	122.35
Open	NBAZ - Warrant Clearing Account	Check	1075284	04/10/2019	Accounts Payable	ST JOHNS CITY	2,183.23
Open	NBAZ - Warrant Clearing Account	Check	1075285	04/10/2019	Accounts Payable	ST JOHNS SUBWAY	157.92
Open	NBAZ - Warrant Clearing Account	Check	1075286	04/10/2019	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	751.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075287	04/10/2019	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	40.00
Open	NBAZ - Warrant Clearing Account	Check	1075288	04/10/2019	Accounts Payable	STAPLES CREDIT PLAN	602.15
Open	NBAZ - Warrant Clearing Account	Check	1075289	04/10/2019	Accounts Payable	STRADLING, REED D	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075290	04/10/2019	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	235.24
Open	NBAZ - Warrant Clearing Account	Check	1075291	04/10/2019	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	150.00
Open	NBAZ - Warrant Clearing Account	Check	1075292	04/10/2019	Accounts Payable	SUTTLES, JASON YOUNG	458.16
Open	NBAZ - Warrant Clearing Account	Check	1075293	04/10/2019	Accounts Payable	SW ECOLOGY LLC	2,322.45
Open	NBAZ - Warrant Clearing Account	Check	1075294	04/10/2019	Accounts Payable	SYMBOL ARTS	94.50
Open	NBAZ - Warrant Clearing Account	Check	1075295	04/10/2019	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	1,230.52
Open	NBAZ - Warrant Clearing Account	Check	1075296	04/10/2019	Accounts Payable	TESSCO INC	472.83
Open	NBAZ - Warrant Clearing Account	Check	1075297	04/10/2019	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1075298	04/10/2019	Accounts Payable	THE POUR STATION	15.00
Open	NBAZ - Warrant Clearing Account	Check	1075299	04/10/2019	Accounts Payable	THE WOOD LAW OFFICE (RONALD WOOD)	1,188.00
Open	NBAZ - Warrant Clearing Account	Check	1075300	04/10/2019	Accounts Payable	THOMPSON, GREGORY LEE	150.00
Open	NBAZ - Warrant Clearing Account	Check	1075301	04/10/2019	Accounts Payable	TJP COMMUNICATIONS	275.00
Open	NBAZ - Warrant Clearing Account	Check	1075302	04/10/2019	Accounts Payable	TOWN OF EAGAR	231.84
Open	NBAZ - Warrant Clearing Account	Check	1075303	04/10/2019	Accounts Payable	TOWN OF SPRINGERVILLE	185.50
Open	NBAZ - Warrant Clearing Account	Check	1075304	04/10/2019	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	54.55
Open	NBAZ - Warrant Clearing Account	Check	1075305	04/10/2019	Accounts Payable	TRINITY SERVICES GROUP INC	17,497.58
Open	NBAZ - Warrant Clearing Account	Check	1075306	04/10/2019	Accounts Payable	TSO, KENDRA A	214.35
Open	NBAZ - Warrant Clearing Account	Check	1075307	04/10/2019	Accounts Payable	UNIFIRST CORPORATION	63.48
Open	NBAZ - Warrant Clearing Account	Check	1075308	04/10/2019	Accounts Payable	UNITED RENTALS	99.85
Open	NBAZ - Warrant Clearing Account	Check	1075309	04/10/2019	Accounts Payable	US GEOLOGICAL SURVEY	21.00
Open	NBAZ - Warrant Clearing Account	Check	1075310	04/10/2019	Accounts Payable	US POSTMASTER	28.67
Open	NBAZ - Warrant Clearing Account	Check	1075311	04/10/2019	Accounts Payable	VALLEY AUTO PARTS	456.60
Open	NBAZ - Warrant Clearing Account	Check	1075312	04/10/2019	Accounts Payable	VERIZON WIRELESS	1,127.86
Open	NBAZ - Warrant Clearing Account	Check	1075313	04/10/2019	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	64.42
Open	NBAZ - Warrant Clearing Account	Check	1075314	04/10/2019	Accounts Payable	WALKER, CARLA	272.40
Open	NBAZ - Warrant Clearing Account	Check	1075315	04/10/2019	Accounts Payable	WHITE MOUNTAIN AMBULANCE SERVICE INC	1,321.89
Open	NBAZ - Warrant Clearing Account	Check	1075316	04/10/2019	Accounts Payable	WHITE MOUNTAIN RADIOLOGY	178.09
Open	NBAZ - Warrant Clearing Account	Check	1075317	04/10/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	326.54
Open	NBAZ - Warrant Clearing Account	Check	1075318	04/10/2019	Accounts Payable	WHITTING, GARRET LEE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075319	04/10/2019	Accounts Payable	WHITTING, MICHAEL B	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075320	04/10/2019	Accounts Payable	WOOD, ANTONIA	97.26
Open	NBAZ - Warrant Clearing Account	Check	1075321	04/10/2019	Accounts Payable	WOODLAND BUILDING CENTER	404.00
Open	NBAZ - Warrant Clearing Account	Check	1075322	04/10/2019	Accounts Payable	WORLD OF TRAVEL	340.01
Open	NBAZ - Warrant Clearing Account	Check	1075323	04/10/2019	Accounts Payable	XEROX CORP	279.10
Open	NBAZ - Warrant Clearing Account	Check	1075324	04/10/2019	Accounts Payable	YAZZIE, LEILANI MICHELLE	519.00
Open	NBAZ - Warrant Clearing Account	Check	1075325	04/10/2019	Accounts Payable	YAZZIE'S AUTO PARTS INC	881.25
Open	NBAZ - Warrant Clearing Account	Check	1075326	04/10/2019	Accounts Payable	YELLOWHORSE, JAY	91.27
Open	NBAZ - Warrant Clearing Account	Check	1075327	04/10/2019	Accounts Payable	YELTON AND ASSOCIATES	4,500.00
Open	NBAZ - Warrant Clearing Account	Check	1075328	04/10/2019	Accounts Payable	YOUNG, JOSEPH	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075330	04/10/2019	Accounts Payable	DAHOZY, RODGER	1,200.00
Open	NBAZ - Warrant Clearing Account	Check	1075331	04/10/2019	Accounts Payable	SAM'S CLUB #6347	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1075332	04/10/2019	Accounts Payable	TOWERING HOUSE EVENT SERVICES LLC	901.00
Open	NBAZ - Warrant Clearing Account	Check	1075333	04/10/2019	Accounts Payable	OHENRY PRODUCTIONS INC	487.52

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075334	04/11/2019	Accounts Payable	PALMER, STORMY L	525.22
Open	NBAZ - Warrant Clearing Account	Check	1075335	04/11/2019	Accounts Payable	QUALITY 1ST ROOFING INC	61,611.90
Open	NBAZ - Warrant Clearing Account	Check	1075336	04/15/2019	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1075337	04/15/2019	Accounts Payable	AZ COURTS ASSN	370.00
Open	NBAZ - Warrant Clearing Account	Check	1075338	04/15/2019	Accounts Payable	CLEVELAND, GLADYS J	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075339	04/15/2019	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	1,264.05
Open	NBAZ - Warrant Clearing Account	Check	1075340	04/15/2019	Accounts Payable	SHOW LOW FORD INC	10,577.59
Open	NBAZ - Warrant Clearing Account	Check	1075369	04/16/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	801.25
Open	NBAZ - Warrant Clearing Account	Check	1075370	04/16/2019	Accounts Payable	APACHE COUNTY FSA	735.55
Open	NBAZ - Warrant Clearing Account	Check	1075371	04/16/2019	Accounts Payable	APACHE COUNTY HSA	3,419.57
Open	NBAZ - Warrant Clearing Account	Check	1075372	04/16/2019	Accounts Payable	APACHE COUNTY MEDICAL	168,710.27
Open	NBAZ - Warrant Clearing Account	Check	1075373	04/16/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	150,659.14
Open	NBAZ - Warrant Clearing Account	Check	1075374	04/16/2019	Accounts Payable	ASRS LEGACY EORP	5,933.16
Open	NBAZ - Warrant Clearing Account	Check	1075375	04/16/2019	Accounts Payable	AZ STATE RETIREMENT SYSTEM	105,969.73
Open	NBAZ - Warrant Clearing Account	Check	1075376	04/16/2019	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1075377	04/16/2019	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,464.84
Open	NBAZ - Warrant Clearing Account	Check	1075378	04/16/2019	Accounts Payable	CORP DISABILITY	88.08
Open	NBAZ - Warrant Clearing Account	Check	1075379	04/16/2019	Accounts Payable	CORRECTIONS OFFICER RET PLAN	8,931.30
Open	NBAZ - Warrant Clearing Account	Check	1075380	04/16/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,741.26
Open	NBAZ - Warrant Clearing Account	Check	1075381	04/16/2019	Accounts Payable	EODCRS DISABILITY	12.28
Open	NBAZ - Warrant Clearing Account	Check	1075382	04/16/2019	Accounts Payable	EORP LEGACY	2,723.78
Open	NBAZ - Warrant Clearing Account	Check	1075383	04/16/2019	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1075384	04/16/2019	Accounts Payable	NATIONWIDE	2,327.53
Open	NBAZ - Warrant Clearing Account	Check	1075385	04/16/2019	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.08
Open	NBAZ - Warrant Clearing Account	Check	1075386	04/16/2019	Accounts Payable	NATIONWIDE TRUST FSB	28,188.40
Open	NBAZ - Warrant Clearing Account	Check	1075387	04/16/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	15,987.81
Open	NBAZ - Warrant Clearing Account	Check	1075388	04/16/2019	Accounts Payable	PUBLIC SAFETY SHERIFF RET	40,494.03
Open	NBAZ - Warrant Clearing Account	Check	1075389	04/16/2019	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1075390	04/16/2019	Accounts Payable	SECURITY BENEFIT GROUP	381.00
Open	NBAZ - Warrant Clearing Account	Check	1075391	04/16/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,549.64
Open	NBAZ - Warrant Clearing Account	Check	1075392	04/16/2019	Accounts Payable	ARANDA, OLIVIA C	12.00
Open	NBAZ - Warrant Clearing Account	Check	1075393	04/16/2019	Accounts Payable	ARROW, DONELLA T	132.15
Open	NBAZ - Warrant Clearing Account	Check	1075394	04/16/2019	Accounts Payable	ASHCRAFT, PATTI	12.00
Open	NBAZ - Warrant Clearing Account	Check	1075395	04/16/2019	Accounts Payable	ASHLEY, NATALIE	101.00
Open	NBAZ - Warrant Clearing Account	Check	1075396	04/16/2019	Accounts Payable	BEGAY, JAMIE	528.60
Open	NBAZ - Warrant Clearing Account	Check	1075397	04/16/2019	Accounts Payable	BEGAY, MARIE JANE	132.15
Open	NBAZ - Warrant Clearing Account	Check	1075398	04/16/2019	Accounts Payable	BEGAY, PEAIRS	179.32
Open	NBAZ - Warrant Clearing Account	Check	1075399	04/16/2019	Accounts Payable	BEKISE, GAYLENE	132.15
Open	NBAZ - Warrant Clearing Account	Check	1075400	04/16/2019	Accounts Payable	BELISLE, DANIEL F	40.48
Open	NBAZ - Warrant Clearing Account	Check	1075401	04/16/2019	Accounts Payable	BENALLY, VICTOR EARL	404.00
Open	NBAZ - Warrant Clearing Account	Check	1075402	04/16/2019	Accounts Payable	BILLY, LARENCITA	106.34
Open	NBAZ - Warrant Clearing Account	Check	1075403	04/16/2019	Accounts Payable	BITSUIE, SADIE A	101.00
Open	NBAZ - Warrant Clearing Account	Check	1075404	04/16/2019	Accounts Payable	BROWN, STEVEN D	40.48
Open	NBAZ - Warrant Clearing Account	Check	1075405	04/16/2019	Accounts Payable	BRYAN, MEGAN L	12.00
Open	NBAZ - Warrant Clearing Account	Check	1075406	04/16/2019	Accounts Payable	CHARLEY, SHERIDAN L	106.34
Open	NBAZ - Warrant Clearing Account	Check	1075407	04/16/2019	Accounts Payable	CLARK, PHYLLIS D	60.95

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075408	04/16/2019	Accounts Payable	CLAW, NORMAN H	528.60
Open	NBAZ - Warrant Clearing Account	Check	1075409	04/16/2019	Accounts Payable	CLEVELAND, ERNEST	101.00
Open	NBAZ - Warrant Clearing Account	Check	1075410	04/16/2019	Accounts Payable	CROSBY, FERRIN	48.00
Open	NBAZ - Warrant Clearing Account	Check	1075411	04/16/2019	Accounts Payable	CURTISS, TISHA	101.00
Open	NBAZ - Warrant Clearing Account	Check	1075412	04/16/2019	Accounts Payable	DAMON, KEVIN CLARENCE	207.80
Open	NBAZ - Warrant Clearing Account	Check	1075413	04/16/2019	Accounts Payable	DEAN, GIOVANNA	138.38
Open	NBAZ - Warrant Clearing Account	Check	1075414	04/16/2019	Accounts Payable	DEDMAN, ALICE M	118.80
Open	NBAZ - Warrant Clearing Account	Check	1075415	04/16/2019	Accounts Payable	DEDMAN, RENEE RAE	118.80
Open	NBAZ - Warrant Clearing Account	Check	1075416	04/16/2019	Accounts Payable	ESKEE, PFAWNN	214.92
Open	NBAZ - Warrant Clearing Account	Check	1075417	04/16/2019	Accounts Payable	EVANS, ANGOE	104.56
Open	NBAZ - Warrant Clearing Account	Check	1075418	04/16/2019	Accounts Payable	FRANCIS, LINGCOLN	528.60
Open	NBAZ - Warrant Clearing Account	Check	1075419	04/16/2019	Accounts Payable	HALE, STACY ELANE	154.80
Open	NBAZ - Warrant Clearing Account	Check	1075420	04/16/2019	Accounts Payable	HARDY, LYNETTE L	404.00
Open	NBAZ - Warrant Clearing Account	Check	1075421	04/16/2019	Accounts Payable	HARVEY, MARLETHA S	132.15
Open	NBAZ - Warrant Clearing Account	Check	1075422	04/16/2019	Accounts Payable	HENSON, PAULA B	106.34
Open	NBAZ - Warrant Clearing Account	Check	1075423	04/16/2019	Accounts Payable	HITCHCOCK, REGINA MARIE	12.00
Open	NBAZ - Warrant Clearing Account	Check	1075424	04/16/2019	Accounts Payable	HOLLAND, MARJORIE	40.48
Open	NBAZ - Warrant Clearing Account	Check	1075425	04/16/2019	Accounts Payable	HONIE, RUBY	138.38
Open	NBAZ - Warrant Clearing Account	Check	1075426	04/16/2019	Accounts Payable	HULSEY, ELDEN	40.48
Open	NBAZ - Warrant Clearing Account	Check	1075427	04/16/2019	Accounts Payable	HULSEY, WILLARD CLAYTON	12.00
Open	NBAZ - Warrant Clearing Account	Check	1075428	04/16/2019	Accounts Payable	JAKE, EMERY	397.82
Open	NBAZ - Warrant Clearing Account	Check	1075429	04/16/2019	Accounts Payable	JENSEN, ELMER	106.34
Open	NBAZ - Warrant Clearing Account	Check	1075430	04/16/2019	Accounts Payable	JIM, TANISHA KYRA	132.15
Open	NBAZ - Warrant Clearing Account	Check	1075431	04/16/2019	Accounts Payable	JINNIITY, FREDA ANN	101.00
Open	NBAZ - Warrant Clearing Account	Check	1075432	04/16/2019	Accounts Payable	JONES, ROSE A	101.00
Open	NBAZ - Warrant Clearing Account	Check	1075433	04/16/2019	Accounts Payable	JUMBO, TOMMY	138.38
Open	NBAZ - Warrant Clearing Account	Check	1075434	04/16/2019	Accounts Payable	KELLEY, CHARLIE	243.80
Open	NBAZ - Warrant Clearing Account	Check	1075435	04/16/2019	Accounts Payable	KOUSONSAVATH, DONNA M	12.00
Open	NBAZ - Warrant Clearing Account	Check	1075436	04/16/2019	Accounts Payable	LYNCH, RAFAEL	60.06
Open	NBAZ - Warrant Clearing Account	Check	1075437	04/16/2019	Accounts Payable	MARTIN-WILSON, LAVINA MAE	207.80
Open	NBAZ - Warrant Clearing Account	Check	1075438	04/16/2019	Accounts Payable	MEYERS, HARRIETS	48.00
Open	NBAZ - Warrant Clearing Account	Check	1075439	04/16/2019	Accounts Payable	MITCHELL, ARTHUR	104.56
Open	NBAZ - Warrant Clearing Account	Check	1075440	04/16/2019	Accounts Payable	MODINA, IDA R	25.35
Open	NBAZ - Warrant Clearing Account	Check	1075441	04/16/2019	Accounts Payable	MORRIS, LEONARDRAE	132.15
Open	NBAZ - Warrant Clearing Account	Check	1075442	04/16/2019	Accounts Payable	MULLIGAN-REISING, KRISTA	38.70
Open	NBAZ - Warrant Clearing Account	Check	1075443	04/16/2019	Accounts Payable	NEZ, FLORA	101.00
Open	NBAZ - Warrant Clearing Account	Check	1075444	04/16/2019	Accounts Payable	NEZ, GINGER RAE	528.60
Open	NBAZ - Warrant Clearing Account	Check	1075445	04/16/2019	Accounts Payable	NEZ, STEPHEN J	104.56
Open	NBAZ - Warrant Clearing Account	Check	1075446	04/16/2019	Accounts Payable	OTTOCRANS, RICHARD THOMAS	38.70
Open	NBAZ - Warrant Clearing Account	Check	1075447	04/16/2019	Accounts Payable	PEKIN, RAESHAWNA	214.03
Open	NBAZ - Warrant Clearing Account	Check	1075448	04/16/2019	Accounts Payable	PHILLIPS, BUD	25.35
Open	NBAZ - Warrant Clearing Account	Check	1075449	04/16/2019	Accounts Payable	PUZAS, STEVEN JOSEPH	40.48
Open	NBAZ - Warrant Clearing Account	Check	1075450	04/16/2019	Accounts Payable	SCHILLINGER, JERRY LEE	101.00
Open	NBAZ - Warrant Clearing Account	Check	1075451	04/16/2019	Accounts Payable	SHEPARD, AMBER LYN	48.00
Open	NBAZ - Warrant Clearing Account	Check	1075452	04/16/2019	Accounts Payable	SLADE, RICHARD	40.48
Open	NBAZ - Warrant Clearing Account	Check	1075453	04/16/2019	Accounts Payable	SLINKEY, DIANA P	418.24

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075454	04/16/2019	Accounts Payable	SMITH, ESTHER T	132.15
Open	NBAZ - Warrant Clearing Account	Check	1075455	04/16/2019	Accounts Payable	SUTTON, ANDREW	40.48
Open	NBAZ - Warrant Clearing Account	Check	1075456	04/16/2019	Accounts Payable	TACKETT, WILLARD L	101.40
Open	NBAZ - Warrant Clearing Account	Check	1075457	04/16/2019	Accounts Payable	TOM, DENNIS	214.03
Open	NBAZ - Warrant Clearing Account	Check	1075458	04/16/2019	Accounts Payable	TSINJINIE, EARL B	138.38
Open	NBAZ - Warrant Clearing Account	Check	1075459	04/16/2019	Accounts Payable	TSOSIE, CALVIN	132.15
Open	NBAZ - Warrant Clearing Account	Check	1075460	04/16/2019	Accounts Payable	TSOSIE, MARIE ROSE	118.80
Open	NBAZ - Warrant Clearing Account	Check	1075461	04/16/2019	Accounts Payable	WALTE, CRAWFORD GAY	12.00
Open	NBAZ - Warrant Clearing Account	Check	1075462	04/16/2019	Accounts Payable	WALL, JUANITA	12.00
Open	NBAZ - Warrant Clearing Account	Check	1075463	04/16/2019	Accounts Payable	WALTERS, MARY L	69.85
Open	NBAZ - Warrant Clearing Account	Check	1075464	04/16/2019	Accounts Payable	WATSON-MURRAY, SHARON	132.15
Open	NBAZ - Warrant Clearing Account	Check	1075465	04/16/2019	Accounts Payable	WHITE, MARY JEAN	214.03
Open	NBAZ - Warrant Clearing Account	Check	1075466	04/16/2019	Accounts Payable	WHITNEY, DANIEL D	69.85
Open	NBAZ - Warrant Clearing Account	Check	1075467	04/16/2019	Accounts Payable	WILLIE, LYNETTE	101.00
Open	NBAZ - Warrant Clearing Account	Check	1075468	04/16/2019	Accounts Payable	WILLIE, MARILYN P	142.39
Open	NBAZ - Warrant Clearing Account	Check	1075469	04/16/2019	Accounts Payable	WILSON, TANA	12.00
Open	NBAZ - Warrant Clearing Account	Check	1075470	04/16/2019	Accounts Payable	WOODY, AARON D	165.08
Open	NBAZ - Warrant Clearing Account	Check	1075471	04/16/2019	Accounts Payable	YAZZIE, LUCY ANN	101.00
Open	NBAZ - Warrant Clearing Account	Check	1075472	04/16/2019	Accounts Payable	YELLOWHORSE, REBA	68.96
Open	NBAZ - Warrant Clearing Account	Check	1075473	04/16/2019	Accounts Payable	YOUNG, WILLIAM RANDOLPH	60.95
Open	NBAZ - Warrant Clearing Account	Check	1075474	04/16/2019	Accounts Payable	AA GRAPEVINE	57.94
Open	NBAZ - Warrant Clearing Account	Check	1075475	04/16/2019	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1075476	04/16/2019	Accounts Payable	AGUERO, ROBIN R	602.90
Open	NBAZ - Warrant Clearing Account	Check	1075477	04/16/2019	Accounts Payable	ALL AROUND CLEAN UP	1,250.00
Open	NBAZ - Warrant Clearing Account	Check	1075478	04/16/2019	Accounts Payable	ALLEGRA	247.72
Open	NBAZ - Warrant Clearing Account	Check	1075479	04/16/2019	Accounts Payable	ALPINE WATER AND SANITARY	159.25
Open	NBAZ - Warrant Clearing Account	Check	1075480	04/16/2019	Accounts Payable	ALSCO INC	338.29
Open	NBAZ - Warrant Clearing Account	Check	1075481	04/16/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	2,007.71
Open	NBAZ - Warrant Clearing Account	Check	1075482	04/16/2019	Accounts Payable	ANDERSON, CHARLIA	102.74
Open	NBAZ - Warrant Clearing Account	Check	1075483	04/16/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	485.12
Open	NBAZ - Warrant Clearing Account	Check	1075484	04/16/2019	Accounts Payable	APPLEGATE, TAMARA WILHELM	44.66
Open	NBAZ - Warrant Clearing Account	Check	1075485	04/16/2019	Accounts Payable	ARIZONA STATE FORESTRY DIVISION	3,894.40
Open	NBAZ - Warrant Clearing Account	Check	1075486	04/16/2019	Accounts Payable	ASHLEY, EILEEN T	97.44
Open	NBAZ - Warrant Clearing Account	Check	1075487	04/16/2019	Accounts Payable	ASHTONS REPAIR INC	72.50
Open	NBAZ - Warrant Clearing Account	Check	1075488	04/16/2019	Accounts Payable	ASPHALT ZIPPER INC	1,551.85
Open	NBAZ - Warrant Clearing Account	Check	1075489	04/16/2019	Accounts Payable	AT&T	38.33
Open	NBAZ - Warrant Clearing Account	Check	1075490	04/16/2019	Accounts Payable	AT&T MOBILITY	122.22
Open	NBAZ - Warrant Clearing Account	Check	1075491	04/16/2019	Accounts Payable	AXIS FORENSIC TOXICOLOGY	640.00
Open	NBAZ - Warrant Clearing Account	Check	1075492	04/16/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	299.04
Open	NBAZ - Warrant Clearing Account	Check	1075493	04/16/2019	Accounts Payable	AZ REPUBLIC	508.70
Open	NBAZ - Warrant Clearing Account	Check	1075494	04/16/2019	Accounts Payable	AZ SUPREME COURT	3,750.00
Open	NBAZ - Warrant Clearing Account	Check	1075495	04/16/2019	Accounts Payable	BALDWIN, YOLANDA	74.00
Open	NBAZ - Warrant Clearing Account	Check	1075496	04/16/2019	Accounts Payable	BASHAS' CORPORATE OFFICE	22.51
Open	NBAZ - Warrant Clearing Account	Check	1075497	04/16/2019	Accounts Payable	BAUMANN HOME AND AUTO INC	1,417.61
Open	NBAZ - Warrant Clearing Account	Check	1075498	04/16/2019	Accounts Payable	BEVINGTON, SHANE E	30.00
Open	NBAZ - Warrant Clearing Account	Check	1075499	04/16/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	28,520.02

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075500	04/16/2019	Accounts Payable	BOND, BETH	350.98
Open	NBAZ - Warrant Clearing Account	Check	1075501	04/16/2019	Accounts Payable	BOWMAN, GLORIA	57.52
Voided	NBAZ - Warrant Clearing Account	Check	1075502	04/16/2019	Accounts Payable	BREWER LAW OFFICE PLLC	85,000.00
Open	NBAZ - Warrant Clearing Account	Check	1075503	04/16/2019	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	Check	1075504	04/16/2019	Accounts Payable	BURRIS, JULIE	783.39
Open	NBAZ - Warrant Clearing Account	Check	1075505	04/16/2019	Accounts Payable	BYRUM, SUSAN K	3,157.43
Open	NBAZ - Warrant Clearing Account	Check	1075506	04/16/2019	Accounts Payable	C&I SHOW HARDWARE & SWECURITY SYSTEMS INC	268.84
Open	NBAZ - Warrant Clearing Account	Check	1075507	04/16/2019	Accounts Payable	CELLULAR ONE NE AZ	303.07
Open	NBAZ - Warrant Clearing Account	Check	1075508	04/16/2019	Accounts Payable	CENGAGE LEARNING INC	24.69
Open	NBAZ - Warrant Clearing Account	Check	1075509	04/16/2019	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	Check	1075510	04/16/2019	Accounts Payable	CIVIL & ENVIRONMENTAL CONSULTANTS INC	7,906.79
Open	NBAZ - Warrant Clearing Account	Check	1075511	04/16/2019	Accounts Payable	CLARK, ROBERT A	592.24
Open	NBAZ - Warrant Clearing Account	Check	1075512	04/16/2019	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	264.00
Open	NBAZ - Warrant Clearing Account	Check	1075513	04/16/2019	Accounts Payable	COVEY, JOSHUA T	61.54
Open	NBAZ - Warrant Clearing Account	Check	1075514	04/16/2019	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	199.22
Open	NBAZ - Warrant Clearing Account	Check	1075515	04/16/2019	Accounts Payable	CULLIGAN - PHOENIX	872.80
Open	NBAZ - Warrant Clearing Account	Check	1075516	04/16/2019	Accounts Payable	CURBELLO ,DEVANIE A	749.79
Open	NBAZ - Warrant Clearing Account	Check	1075517	04/16/2019	Accounts Payable	DELL VENERI, PRENTICE FURMAN	579.24
Open	NBAZ - Warrant Clearing Account	Check	1075518	04/16/2019	Accounts Payable	DIAMOND DRUGS INC	10,068.33
Open	NBAZ - Warrant Clearing Account	Check	1075519	04/16/2019	Accounts Payable	DIAMOND MEDICAL SUPPLY	145.22
Open	NBAZ - Warrant Clearing Account	Check	1075520	04/16/2019	Accounts Payable	DIAZ, CECILIA	14.50
Open	NBAZ - Warrant Clearing Account	Check	1075521	04/16/2019	Accounts Payable	DISH NETWORK	182.76
Open	NBAZ - Warrant Clearing Account	Check	1075522	04/16/2019	Accounts Payable	DITTY'S PIZZA AND PIE	140.64
Open	NBAZ - Warrant Clearing Account	Check	1075523	04/16/2019	Accounts Payable	DOBSON, CAREY D	48.54
Open	NBAZ - Warrant Clearing Account	Check	1075524	04/16/2019	Accounts Payable	DRAIN, JERIL L	58.12
Open	NBAZ - Warrant Clearing Account	Check	1075525	04/16/2019	Accounts Payable	EARL, HELENE J	74.00
Open	NBAZ - Warrant Clearing Account	Check	1075526	04/16/2019	Accounts Payable	EM HALE LAW	1,770.00
Open	NBAZ - Warrant Clearing Account	Check	1075527	04/16/2019	Accounts Payable	EMPIRE MACHINERY	6,985.63
Open	NBAZ - Warrant Clearing Account	Check	1075528	04/16/2019	Accounts Payable	FERRELLGAS	922.15
Open	NBAZ - Warrant Clearing Account	Check	1075529	04/16/2019	Accounts Payable	FITE, ROBERT L	67.86
Open	NBAZ - Warrant Clearing Account	Check	1075530	04/16/2019	Accounts Payable	FODERA, DORIS A	5.00
Open	NBAZ - Warrant Clearing Account	Check	1075531	04/16/2019	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	263.04
Open	NBAZ - Warrant Clearing Account	Check	1075532	04/16/2019	Accounts Payable	FRANCIS, BENSON	400.00
Open	NBAZ - Warrant Clearing Account	Check	1075533	04/16/2019	Accounts Payable	FRONTIER	1,257.04
Open	NBAZ - Warrant Clearing Account	Check	1075534	04/16/2019	Accounts Payable	FRONTIER	100.14
Open	NBAZ - Warrant Clearing Account	Check	1075535	04/16/2019	Accounts Payable	FRONTIER	107.75
Open	NBAZ - Warrant Clearing Account	Check	1075536	04/16/2019	Accounts Payable	GALLUP WATER WORKS	43.00
Open	NBAZ - Warrant Clearing Account	Check	1075537	04/16/2019	Accounts Payable	GARDNER, SAMUEL TODD	41.04
Open	NBAZ - Warrant Clearing Account	Check	1075538	04/16/2019	Accounts Payable	GOLIGHTLY TIRE	2,037.87
Open	NBAZ - Warrant Clearing Account	Check	1075539	04/16/2019	Accounts Payable	GREER COMMUNITY FACILITIES	833.56
Open	NBAZ - Warrant Clearing Account	Check	1075540	04/16/2019	Accounts Payable	GURLEY MOTOR CO	200.52
Open	NBAZ - Warrant Clearing Account	Check	1075541	04/16/2019	Accounts Payable	GURNEE, MISTY M	365.56
Open	NBAZ - Warrant Clearing Account	Check	1075542	04/16/2019	Accounts Payable	HAMBLIN & ASSOCIATES LLC	4,550.00
Open	NBAZ - Warrant Clearing Account	Check	1075543	04/16/2019	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1075544	04/16/2019	Accounts Payable	HILL, PATRICIA	208.54
Open	NBAZ - Warrant Clearing Account	Check	1075545	04/16/2019	Accounts Payable	HILL AZ GROCERY STORE	16.39

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075546	04/16/2019	Accounts Payable	HILL AZ GROCERY STORE	39.90
Open	NBAZ - Warrant Clearing Account	Check	1075547	04/16/2019	Accounts Payable	HILLYARD/FLAGSTAFF	1,792.87
Open	NBAZ - Warrant Clearing Account	Check	1075548	04/16/2019	Accounts Payable	HOME DEPOT	159.93
Open	NBAZ - Warrant Clearing Account	Check	1075549	04/16/2019	Accounts Payable	HUNTER, MARIE D	706.92
Open	NBAZ - Warrant Clearing Account	Check	1075550	04/16/2019	Accounts Payable	INGRAM, JOHN	899.08
Open	NBAZ - Warrant Clearing Account	Check	1075551	04/16/2019	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	636.21
Open	NBAZ - Warrant Clearing Account	Check	1075552	04/16/2019	Accounts Payable	JONES, DENNISE L	34.12
Open	NBAZ - Warrant Clearing Account	Check	1075553	04/16/2019	Accounts Payable	KONICA MINOLTA	257.90
Open	NBAZ - Warrant Clearing Account	Check	1075554	04/16/2019	Accounts Payable	L R INVESTIGATIONS LLC	101.25
Open	NBAZ - Warrant Clearing Account	Check	1075555	04/16/2019	Accounts Payable	LATHAM, MICHAEL	221.98
Open	NBAZ - Warrant Clearing Account	Check	1075556	04/16/2019	Accounts Payable	LEE, CHYRELLE F	97.44
Open	NBAZ - Warrant Clearing Account	Check	1075557	04/16/2019	Accounts Payable	LEGATE, PENROD & ASSOCIATES	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1075558	04/16/2019	Accounts Payable	LINCOLN, TRAVIS	10.00
Open	NBAZ - Warrant Clearing Account	Check	1075559	04/16/2019	Accounts Payable	MAENNCHE, CHRISTINA DALORES	12.00
Open	NBAZ - Warrant Clearing Account	Check	1075560	04/16/2019	Accounts Payable	MATTICE, DEENA CHRISTINE	115.89
Open	NBAZ - Warrant Clearing Account	Check	1075561	04/16/2019	Accounts Payable	MEAD PUBLISHING	450.00
Open	NBAZ - Warrant Clearing Account	Check	1075562	04/16/2019	Accounts Payable	MOORE, JENNIFER ANN	120.00
Open	NBAZ - Warrant Clearing Account	Check	1075563	04/16/2019	Accounts Payable	MOORE LAW FIRM PLLC	715.00
Open	NBAZ - Warrant Clearing Account	Check	1075564	04/16/2019	Accounts Payable	MORGAN, DIANA M	243.60
Open	NBAZ - Warrant Clearing Account	Check	1075565	04/16/2019	Accounts Payable	NAPA	84.88
Open	NBAZ - Warrant Clearing Account	Check	1075566	04/16/2019	Accounts Payable	NAVAJO SANITATION INC	223.82
Open	NBAZ - Warrant Clearing Account	Check	1075567	04/16/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,296.28
Open	NBAZ - Warrant Clearing Account	Check	1075568	04/16/2019	Accounts Payable	NAVAJO WESTERNERS	7.50
Open	NBAZ - Warrant Clearing Account	Check	1075569	04/16/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	11,101.61
Open	NBAZ - Warrant Clearing Account	Check	1075570	04/16/2019	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	605.00
Open	NBAZ - Warrant Clearing Account	Check	1075571	04/16/2019	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	455.00
Open	NBAZ - Warrant Clearing Account	Check	1075572	04/16/2019	Accounts Payable	OCTOPUS CAR WASH INC	16.45
Open	NBAZ - Warrant Clearing Account	Check	1075573	04/16/2019	Accounts Payable	OFFICE DEPOT	21.69
Open	NBAZ - Warrant Clearing Account	Check	1075574	04/16/2019	Accounts Payable	OVERDRIVE INC	458.94
Open	NBAZ - Warrant Clearing Account	Check	1075575	04/16/2019	Accounts Payable	PADILLA, DEBBIE L	1,857.91
Open	NBAZ - Warrant Clearing Account	Check	1075576	04/16/2019	Accounts Payable	PATTERSON, DANA BRYCE	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1075577	04/16/2019	Accounts Payable	PATTERSON, RYAN N	300.04
Open	NBAZ - Warrant Clearing Account	Check	1075578	04/16/2019	Accounts Payable	PEARCE, SHANNA Y	879.32
Open	NBAZ - Warrant Clearing Account	Check	1075579	04/16/2019	Accounts Payable	PENA, KERRY	101.40
Open	NBAZ - Warrant Clearing Account	Check	1075580	04/16/2019	Accounts Payable	PERFECT PRINTZ LLC	99.00
Open	NBAZ - Warrant Clearing Account	Check	1075581	04/16/2019	Accounts Payable	PRO PETROLEUM	19,577.50
Open	NBAZ - Warrant Clearing Account	Check	1075582	04/16/2019	Accounts Payable	PROFORCE LAW ENFORCEMENT	481.35
Voided	NBAZ - Warrant Clearing Account	Check	1075583	04/16/2019	Accounts Payable	QUALITY READY MIX INC	3,252.75
Open	NBAZ - Warrant Clearing Account	Check	1075584	04/16/2019	Accounts Payable	QUILL CORP	3,501.17
Open	NBAZ - Warrant Clearing Account	Check	1075585	04/16/2019	Accounts Payable	QUINN, NANCY	74.00
Open	NBAZ - Warrant Clearing Account	Check	1075586	04/16/2019	Accounts Payable	RHINEHART OIL CO	19,055.40
Open	NBAZ - Warrant Clearing Account	Check	1075587	04/16/2019	Accounts Payable	RHODES, RAYMOND	320.12
Open	NBAZ - Warrant Clearing Account	Check	1075588	04/16/2019	Accounts Payable	RICOH USA INC	81.35
Open	NBAZ - Warrant Clearing Account	Check	1075589	04/16/2019	Accounts Payable	RIM COUNTRY MECHANICAL	1,350.00
Open	NBAZ - Warrant Clearing Account	Check	1075590	04/16/2019	Accounts Payable	ROUND VALLEY UNIFIED SCHOOLS	10.00
Open	NBAZ - Warrant Clearing Account	Check	1075591	04/16/2019	Accounts Payable	RUSH TRUCK CENTER	375.88

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075592	04/16/2019	Accounts Payable	SALAZAR, LAURA J	667.60
Open	NBAZ - Warrant Clearing Account	Check	1075593	04/16/2019	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00
Open	NBAZ - Warrant Clearing Account	Check	1075594	04/16/2019	Accounts Payable	SANOPI PASTEUR INC	283.26
Open	NBAZ - Warrant Clearing Account	Check	1075595	04/16/2019	Accounts Payable	SEAN P WILSON MD	100.00
Open	NBAZ - Warrant Clearing Account	Check	1075596	04/16/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	926.71
Open	NBAZ - Warrant Clearing Account	Check	1075597	04/16/2019	Accounts Payable	SIERRA PROPANE	1,619.77
Open	NBAZ - Warrant Clearing Account	Check	1075598	04/16/2019	Accounts Payable	SLOANE, DAVID	108.00
Open	NBAZ - Warrant Clearing Account	Check	1075599	04/16/2019	Accounts Payable	SONORA QUEST LABORATORIES	64.52
Open	NBAZ - Warrant Clearing Account	Check	1075600	04/16/2019	Accounts Payable	SPARKLETT'S WATER	165.48
Open	NBAZ - Warrant Clearing Account	Check	1075601	04/16/2019	Accounts Payable	STANDARD ELECTRIC WHOLESALE LLC	81.08
Open	NBAZ - Warrant Clearing Account	Check	1075602	04/16/2019	Accounts Payable	SUN GLASS LLC	451.92
Open	NBAZ - Warrant Clearing Account	Check	1075603	04/16/2019	Accounts Payable	SW ECOLOGY LLC	1,110.00
Open	NBAZ - Warrant Clearing Account	Check	1075604	04/16/2019	Accounts Payable	TESSCO INC	271.54
Open	NBAZ - Warrant Clearing Account	Check	1075605	04/16/2019	Accounts Payable	THE GUIDANCE CENTER	1,250.00
Open	NBAZ - Warrant Clearing Account	Check	1075606	04/16/2019	Accounts Payable	THOMPSON, SUSAN	453.57
Open	NBAZ - Warrant Clearing Account	Check	1075607	04/16/2019	Accounts Payable	THOMSON REUTERS WEST	919.66
Open	NBAZ - Warrant Clearing Account	Check	1075608	04/16/2019	Accounts Payable	TJP COMMUNICATIONS	225.00
Open	NBAZ - Warrant Clearing Account	Check	1075609	04/16/2019	Accounts Payable	TOTSONI, RAYMOND	10.00
Open	NBAZ - Warrant Clearing Account	Check	1075610	04/16/2019	Accounts Payable	TRANSTAR INDUSTRIES INC	761.93
Open	NBAZ - Warrant Clearing Account	Check	1075611	04/16/2019	Accounts Payable	TSOISE, RAYMOND EMPLOYEE	29.60
Open	NBAZ - Warrant Clearing Account	Check	1075612	04/16/2019	Accounts Payable	UNIFIRST CORPORATION	53.12
Open	NBAZ - Warrant Clearing Account	Check	1075613	04/16/2019	Accounts Payable	VALLEY AUTO PARTS	263.52
Open	NBAZ - Warrant Clearing Account	Check	1075614	04/16/2019	Accounts Payable	WAGNER EQUIPMENT CO	4,322.38
Open	NBAZ - Warrant Clearing Account	Check	1075615	04/16/2019	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	969.13
Open	NBAZ - Warrant Clearing Account	Check	1075616	04/16/2019	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	67.93
Open	NBAZ - Warrant Clearing Account	Check	1075617	04/16/2019	Accounts Payable	WHITING, GARRET LEE	1,978.16
Open	NBAZ - Warrant Clearing Account	Check	1075618	04/16/2019	Accounts Payable	WHITING, MICHAEL B	118.41
Open	NBAZ - Warrant Clearing Account	Check	1075619	04/16/2019	Accounts Payable	WOOD, ANTONIA	245.14
Open	NBAZ - Warrant Clearing Account	Check	1075620	04/16/2019	Accounts Payable	WOODLAND BUILDING CENTER	22.03
Open	NBAZ - Warrant Clearing Account	Check	1075621	04/16/2019	Accounts Payable	XEROX CORP	130.59
Open	NBAZ - Warrant Clearing Account	Check	1075622	04/16/2019	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,129.09
Open	NBAZ - Warrant Clearing Account	Check	1075623	04/16/2019	Accounts Payable	YELLOWHORSE, JAY	450.56
Open	NBAZ - Warrant Clearing Account	Check	1075624	04/18/2019	Accounts Payable	APACHE COUNTY	40.00
Open	NBAZ - Warrant Clearing Account	Check	1075625	04/18/2019	Accounts Payable	AZ DEPT OF REVENUE	642.38
Open	NBAZ - Warrant Clearing Account	Check	1075626	04/18/2019	Accounts Payable	DUGDALE, BEN	953.44
Open	NBAZ - Warrant Clearing Account	Check	1075627	04/18/2019	Accounts Payable	PRESCOTT RESORT & CONFERENCE CTR	962.73
Open	NBAZ - Warrant Clearing Account	Check	1075628	04/18/2019	Accounts Payable	SANDOVAL, PATRICK J	106.10
Open	NBAZ - Warrant Clearing Account	Check	1075629	04/18/2019	Accounts Payable	VERITAS RESEARCH CONSULTING	2,100.00
Open	NBAZ - Warrant Clearing Account	Check	1075631	04/22/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	180.08
Open	NBAZ - Warrant Clearing Account	Check	1075632	04/24/2019	Accounts Payable	A TO Z THE TIRE LADY INC	788.06
Open	NBAZ - Warrant Clearing Account	Check	1075633	04/24/2019	Accounts Payable	ADAMS, MICHELLE	738.60
Open	NBAZ - Warrant Clearing Account	Check	1075634	04/24/2019	Accounts Payable	ALLEGRA	690.16
Open	NBAZ - Warrant Clearing Account	Check	1075635	04/24/2019	Accounts Payable	ALSCO INC	152.42
Open	NBAZ - Warrant Clearing Account	Check	1075636	04/24/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	4,832.08
Open	NBAZ - Warrant Clearing Account	Check	1075637	04/24/2019	Accounts Payable	AMAZON COM INC	123.13
Open	NBAZ - Warrant Clearing Account	Check	1075638	04/24/2019	Accounts Payable	AMERICAS BEST VALUE INN SPRINGERVILLE	392.34

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075639	04/24/2019	Accounts Payable	ANDERSON, CHARLI A	225.04
Open	NBAZ - Warrant Clearing Account	Check	1075640	04/24/2019	Accounts Payable	APACHE COUNTY	52.24
Open	NBAZ - Warrant Clearing Account	Check	1075641	04/24/2019	Accounts Payable	APPLEGATE, TAMARA WILHELM	214.24
Open	NBAZ - Warrant Clearing Account	Check	1075642	04/24/2019	Accounts Payable	ARIZONA ASSOC OF ASSESSING OFFICERS	250.00
Open	NBAZ - Warrant Clearing Account	Check	1075643	04/24/2019	Accounts Payable	ASHTONS REPAIR INC	105.50
Open	NBAZ - Warrant Clearing Account	Check	1075644	04/24/2019	Accounts Payable	ASPEN TIRE & OIL	801.77
Open	NBAZ - Warrant Clearing Account	Check	1075645	04/24/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	155.00
Open	NBAZ - Warrant Clearing Account	Check	1075646	04/24/2019	Accounts Payable	AZ DEPT OF ECONOMIC SECURITY	6,356.88
Open	NBAZ - Warrant Clearing Account	Check	1075647	04/24/2019	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,455.00
Open	NBAZ - Warrant Clearing Account	Check	1075648	04/24/2019	Accounts Payable	AZ EMERGENCY PRODUCTS	70.00
Open	NBAZ - Warrant Clearing Account	Check	1075649	04/24/2019	Accounts Payable	AZ JUSTICE OF THE PEACE ASSOCIATION	100.00
Open	NBAZ - Warrant Clearing Account	Check	1075650	04/24/2019	Accounts Payable	BALOO, LUCINDA A	33.06
Open	NBAZ - Warrant Clearing Account	Check	1075651	04/24/2019	Accounts Payable	BASHAS' CORPORATE OFFICE	245.11
Open	NBAZ - Warrant Clearing Account	Check	1075652	04/24/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	405.39
Open	NBAZ - Warrant Clearing Account	Check	1075653	04/24/2019	Accounts Payable	BAZURTO, MALENA GENEVIEVE	331.72
Open	NBAZ - Warrant Clearing Account	Check	1075654	04/24/2019	Accounts Payable	BEGAY, SARAH MAE	75.00
Open	NBAZ - Warrant Clearing Account	Check	1075655	04/24/2019	Accounts Payable	BENDER, JUDITH A	1,455.00
Open	NBAZ - Warrant Clearing Account	Check	1075656	04/24/2019	Accounts Payable	BEVINGTON, SHANE E	1,484.45
Open	NBAZ - Warrant Clearing Account	Check	1075657	04/24/2019	Accounts Payable	BILL LUKE CHRYSLER JEEP DODGE INC	24,708.81
Open	NBAZ - Warrant Clearing Account	Check	1075658	04/24/2019	Accounts Payable	BILTMORE PRO PRINT	3,900.44
Open	NBAZ - Warrant Clearing Account	Check	1075659	04/24/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	48.00
Open	NBAZ - Warrant Clearing Account	Check	1075660	04/24/2019	Accounts Payable	BOWMAN, GLORIA	27.02
Open	NBAZ - Warrant Clearing Account	Check	1075661	04/24/2019	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1075662	04/24/2019	Accounts Payable	BROWN, BAUER K	1,484.45
Open	NBAZ - Warrant Clearing Account	Check	1075663	04/24/2019	Accounts Payable	BUSBY, WICHTAW R	34.22
Open	NBAZ - Warrant Clearing Account	Check	1075664	04/24/2019	Accounts Payable	CALIBRE PRESS	695.00
Open	NBAZ - Warrant Clearing Account	Check	1075665	04/24/2019	Accounts Payable	CARTER SERVICES INC	115.00
Open	NBAZ - Warrant Clearing Account	Check	1075666	04/24/2019	Accounts Payable	CDW GOVERNMENT LLC	311.67
Open	NBAZ - Warrant Clearing Account	Check	1075667	04/24/2019	Accounts Payable	CELLULAR ONE NE AZ	201.12
Open	NBAZ - Warrant Clearing Account	Check	1075668	04/24/2019	Accounts Payable	CENGAGE LEARNING INC	30.39
Open	NBAZ - Warrant Clearing Account	Check	1075669	04/24/2019	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	3,300.00
Open	NBAZ - Warrant Clearing Account	Check	1075670	04/24/2019	Accounts Payable	CLARK, ALBERT N	1,484.45
Open	NBAZ - Warrant Clearing Account	Check	1075671	04/24/2019	Accounts Payable	COAST TO COAST COMPUTER PRODUCTS INC	534.54
Open	NBAZ - Warrant Clearing Account	Check	1075672	04/24/2019	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	272.75
Open	NBAZ - Warrant Clearing Account	Check	1075673	04/24/2019	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	524.13
Open	NBAZ - Warrant Clearing Account	Check	1075674	04/24/2019	Accounts Payable	DAN BROOKS SURVEYING LLC	2,200.00
Open	NBAZ - Warrant Clearing Account	Check	1075675	04/24/2019	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	36.30
Open	NBAZ - Warrant Clearing Account	Check	1075676	04/24/2019	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	319.95
Open	NBAZ - Warrant Clearing Account	Check	1075677	04/24/2019	Accounts Payable	DEDMAN, JOSEPH Junior	362.00
Open	NBAZ - Warrant Clearing Account	Check	1075678	04/24/2019	Accounts Payable	DIAZ, CECILIA	311.88
Open	NBAZ - Warrant Clearing Account	Check	1075679	04/24/2019	Accounts Payable	EAGAR, BRANNON	418.00
Open	NBAZ - Warrant Clearing Account	Check	1075680	04/24/2019	Accounts Payable	ELECTION OFFICIALS OF ARIZONA	80.00
Open	NBAZ - Warrant Clearing Account	Check	1075681	04/24/2019	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	4,227.63
Open	NBAZ - Warrant Clearing Account	Check	1075682	04/24/2019	Accounts Payable	ELLINGTON, DYLLIN RICK	24.00
Open	NBAZ - Warrant Clearing Account	Check	1075683	04/24/2019	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	61.26
Open	NBAZ - Warrant Clearing Account	Check	1075684	04/24/2019	Accounts Payable	FRONTIER	24.78

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075685	04/24/2019	Accounts Payable	FRONTIER	56.71
Open	NBAZ - Warrant Clearing Account	Check	1075686	04/24/2019	Accounts Payable	FRONTIER	21.30
Open	NBAZ - Warrant Clearing Account	Check	1075687	04/24/2019	Accounts Payable	FRONTIER	268.25
Open	NBAZ - Warrant Clearing Account	Check	1075688	04/24/2019	Accounts Payable	FRONTIER	155.51
Open	NBAZ - Warrant Clearing Account	Check	1075689	04/24/2019	Accounts Payable	FRONTIER	156.96
Open	NBAZ - Warrant Clearing Account	Check	1075690	04/24/2019	Accounts Payable	FRONTIER	150.76
Open	NBAZ - Warrant Clearing Account	Check	1075691	04/24/2019	Accounts Payable	FRONTIER	98.41
Open	NBAZ - Warrant Clearing Account	Check	1075692	04/24/2019	Accounts Payable	FRONTIER	104.06
Open	NBAZ - Warrant Clearing Account	Check	1075693	04/24/2019	Accounts Payable	FRONTIER	106.48
Open	NBAZ - Warrant Clearing Account	Check	1075694	04/24/2019	Accounts Payable	FRONTIER	135.56
Open	NBAZ - Warrant Clearing Account	Check	1075695	04/24/2019	Accounts Payable	FRONTIER	72.94
Open	NBAZ - Warrant Clearing Account	Check	1075696	04/24/2019	Accounts Payable	FRONTIER	71.75
Open	NBAZ - Warrant Clearing Account	Check	1075697	04/24/2019	Accounts Payable	FRONTIER	69.48
Open	NBAZ - Warrant Clearing Account	Check	1075698	04/24/2019	Accounts Payable	FRONTIER	807.43
Open	NBAZ - Warrant Clearing Account	Check	1075699	04/24/2019	Accounts Payable	FRONTIER	4,583.92
Open	NBAZ - Warrant Clearing Account	Check	1075700	04/24/2019	Accounts Payable	FRONTIER	218.42
Open	NBAZ - Warrant Clearing Account	Check	1075701	04/24/2019	Accounts Payable	FRONTIER	168.14
Open	NBAZ - Warrant Clearing Account	Check	1075702	04/24/2019	Accounts Payable	FRONTIER	189.81
Open	NBAZ - Warrant Clearing Account	Check	1075703	04/24/2019	Accounts Payable	FRONTIER	102.24
Open	NBAZ - Warrant Clearing Account	Check	1075704	04/24/2019	Accounts Payable	FRONTIER	216.93
Open	NBAZ - Warrant Clearing Account	Check	1075705	04/24/2019	Accounts Payable	GALL'S INC	770.63
Open	NBAZ - Warrant Clearing Account	Check	1075706	04/24/2019	Accounts Payable	GALLUP INDEPENDENT	159.57
Open	NBAZ - Warrant Clearing Account	Check	1075707	04/24/2019	Accounts Payable	GALLUP WATER WORKS	13.00
Open	NBAZ - Warrant Clearing Account	Check	1075708	04/24/2019	Accounts Payable	HEAP, KLINT	254.62
Open	NBAZ - Warrant Clearing Account	Check	1075709	04/24/2019	Accounts Payable	HENSON, AMANDA	221.72
Open	NBAZ - Warrant Clearing Account	Check	1075710	04/24/2019	Accounts Payable	HERITAGE FOOD SERVICE GROUP INC	36.73
Open	NBAZ - Warrant Clearing Account	Check	1075711	04/24/2019	Accounts Payable	HILL AZ GROCERY STORE	55.19
Open	NBAZ - Warrant Clearing Account	Check	1075712	04/24/2019	Accounts Payable	HOLIDAY INN EXPRESS SHOW LOW	566.46
Open	NBAZ - Warrant Clearing Account	Check	1075713	04/24/2019	Accounts Payable	HOME DEPOT	1,074.16
Open	NBAZ - Warrant Clearing Account	Check	1075714	04/24/2019	Accounts Payable	HP2 INC	191.28
Open	NBAZ - Warrant Clearing Account	Check	1075715	04/24/2019	Accounts Payable	INGRAM LIBRARY SERVICES	5,681.69
Open	NBAZ - Warrant Clearing Account	Check	1075716	04/24/2019	Accounts Payable	JONES, MICHELLE	19.72
Open	NBAZ - Warrant Clearing Account	Check	1075717	04/24/2019	Accounts Payable	KONICA MINOLTA	375.99
Open	NBAZ - Warrant Clearing Account	Check	1075718	04/24/2019	Accounts Payable	LAMM, DAVID	52.07
Open	NBAZ - Warrant Clearing Account	Check	1075719	04/24/2019	Accounts Payable	LATHAM, MICHAEL	116.48
Open	NBAZ - Warrant Clearing Account	Check	1075720	04/24/2019	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	275.15
Open	NBAZ - Warrant Clearing Account	Check	1075721	04/24/2019	Accounts Payable	LOWES COMPANIES INC	218.17
Open	NBAZ - Warrant Clearing Account	Check	1075722	04/24/2019	Accounts Payable	MATTICE, DEENA CHRISTINE	39.53
Open	NBAZ - Warrant Clearing Account	Check	1075723	04/24/2019	Accounts Payable	MCCARTHY, STEPHANIE	376.00
Open	NBAZ - Warrant Clearing Account	Check	1075724	04/24/2019	Accounts Payable	MISSION UNIFORM & LINEN	177.32
Open	NBAZ - Warrant Clearing Account	Check	1075725	04/24/2019	Accounts Payable	MOORE, REITA	40.00
Open	NBAZ - Warrant Clearing Account	Check	1075726	04/24/2019	Accounts Payable	MORGAN, DIANA M	306.02
Open	NBAZ - Warrant Clearing Account	Check	1075727	04/24/2019	Accounts Payable	MOUNTAIN MOBILE AUTO GLASS	680.00
Open	NBAZ - Warrant Clearing Account	Check	1075728	04/24/2019	Accounts Payable	NACO	970.00
Open	NBAZ - Warrant Clearing Account	Check	1075729	04/24/2019	Accounts Payable	NAPA	32.81
Open	NBAZ - Warrant Clearing Account	Check	1075730	04/24/2019	Accounts Payable	NATIONAL CONSTABLES AND MARSHALS ASSOC	60.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075731	04/24/2019	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	3,600.00
Open	NBAZ - Warrant Clearing Account	Check	1075732	04/24/2019	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	178.08
Open	NBAZ - Warrant Clearing Account	Check	1075733	04/24/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,691.67
Open	NBAZ - Warrant Clearing Account	Check	1075734	04/24/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	3,066.45
Open	NBAZ - Warrant Clearing Account	Check	1075735	04/24/2019	Accounts Payable	NOEL'S INC	985.20
Open	NBAZ - Warrant Clearing Account	Check	1075736	04/24/2019	Accounts Payable	ORKIN PEST CONTROL	560.74
Open	NBAZ - Warrant Clearing Account	Check	1075737	04/24/2019	Accounts Payable	PADILLA, DAVID J	120.00
Open	NBAZ - Warrant Clearing Account	Check	1075738	04/24/2019	Accounts Payable	PALMER, STORMY L	70.03
Open	NBAZ - Warrant Clearing Account	Check	1075739	04/24/2019	Accounts Payable	PATTERSON, RYAN N	330.02
Open	NBAZ - Warrant Clearing Account	Check	1075740	04/24/2019	Accounts Payable	PEARCE, DOUGLAS LANCE	1,678.09
Open	NBAZ - Warrant Clearing Account	Check	1075741	04/24/2019	Accounts Payable	PERFECT PRINTZ LLC	363.77
Open	NBAZ - Warrant Clearing Account	Check	1075742	04/24/2019	Accounts Payable	PIMA COUNTY MEDICAL	6,900.00
Open	NBAZ - Warrant Clearing Account	Check	1075743	04/24/2019	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
Open	NBAZ - Warrant Clearing Account	Check	1075744	04/24/2019	Accounts Payable	PRO PETROLEUM	20,218.07
Open	NBAZ - Warrant Clearing Account	Check	1075745	04/24/2019	Accounts Payable	PROFORCE LAW ENFORCEMENT	1,733.02
Open	NBAZ - Warrant Clearing Account	Check	1075746	04/24/2019	Accounts Payable	PUZZI, STEPHENIE MICHALE	418.00
Open	NBAZ - Warrant Clearing Account	Check	1075747	04/24/2019	Accounts Payable	QUALITY READY MIX INC	5,899.04
Open	NBAZ - Warrant Clearing Account	Check	1075748	04/24/2019	Accounts Payable	QUILL CORP	4,301.11
Open	NBAZ - Warrant Clearing Account	Check	1075749	04/24/2019	Accounts Payable	R&S NORTHEAST LLC	76.28
Open	NBAZ - Warrant Clearing Account	Check	1075750	04/24/2019	Accounts Payable	RABAN, PRESTON MAURICE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1075751	04/24/2019	Accounts Payable	RHINEHART OIL CO	23,034.46
Open	NBAZ - Warrant Clearing Account	Check	1075752	04/24/2019	Accounts Payable	RICOH USA INC	223.77
Open	NBAZ - Warrant Clearing Account	Check	1075753	04/24/2019	Accounts Payable	ROBERTSON, CELESTE	58.70
Open	NBAZ - Warrant Clearing Account	Check	1075754	04/24/2019	Accounts Payable	ROGER THE PLUMBER	964.35
Open	NBAZ - Warrant Clearing Account	Check	1075755	04/24/2019	Accounts Payable	RUSH TRUCK CENTER	1,020.07
Open	NBAZ - Warrant Clearing Account	Check	1075756	04/24/2019	Accounts Payable	SAFELITE AUTO GLASS	203.91
Open	NBAZ - Warrant Clearing Account	Check	1075757	04/24/2019	Accounts Payable	SAFETY KLEEN	394.89
Open	NBAZ - Warrant Clearing Account	Check	1075758	04/24/2019	Accounts Payable	SAFEWAY INC	55.99
Open	NBAZ - Warrant Clearing Account	Check	1075759	04/24/2019	Accounts Payable	SANDSTONE PUBLIC RELATIONS	2,664.72
Open	NBAZ - Warrant Clearing Account	Check	1075760	04/24/2019	Accounts Payable	SATCOM GLOBAL INC	173.71
Open	NBAZ - Warrant Clearing Account	Check	1075761	04/24/2019	Accounts Payable	SELECT GLASS INC	495.00
Open	NBAZ - Warrant Clearing Account	Check	1075762	04/24/2019	Accounts Payable	SHELL OIL	62.62
Open	NBAZ - Warrant Clearing Account	Check	1075763	04/24/2019	Accounts Payable	SHEPHERD, ALTON JOE	68.00
Open	NBAZ - Warrant Clearing Account	Check	1075764	04/24/2019	Accounts Payable	SHI INTERNATIONAL CORP	11,203.70
Open	NBAZ - Warrant Clearing Account	Check	1075765	04/24/2019	Accounts Payable	SIERRA PROPANE	544.91
Open	NBAZ - Warrant Clearing Account	Check	1075766	04/24/2019	Accounts Payable	SLOAN, DALE	120.00
Open	NBAZ - Warrant Clearing Account	Check	1075767	04/24/2019	Accounts Payable	SLOAN, TERRIE J	221.72
Open	NBAZ - Warrant Clearing Account	Check	1075768	04/24/2019	Accounts Payable	SPARKLETT'S WATER	124.13
Open	NBAZ - Warrant Clearing Account	Check	1075769	04/24/2019	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	411.36
Open	NBAZ - Warrant Clearing Account	Check	1075770	04/24/2019	Accounts Payable	ST JOHNS CITY	278.01
Open	NBAZ - Warrant Clearing Account	Check	1075771	04/24/2019	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,021.03
Open	NBAZ - Warrant Clearing Account	Check	1075772	04/24/2019	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	163.00
Open	NBAZ - Warrant Clearing Account	Check	1075773	04/24/2019	Accounts Payable	STANFORD GENERAL STORE LLC	100.00
Open	NBAZ - Warrant Clearing Account	Check	1075774	04/24/2019	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	1,191.50
Open	NBAZ - Warrant Clearing Account	Check	1075775	04/24/2019	Accounts Payable	SUN GLASS LLC	300.47
Open	NBAZ - Warrant Clearing Account	Check	1075776	04/24/2019	Accounts Payable	SW ECOLOGY LLC	1,290.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1075777	04/24/2019	Accounts Payable	SYMBOL ARTS	270.00
Open	NBAZ - Warrant Clearing Account	Check	1075778	04/24/2019	Accounts Payable	THE UNIVERSITY OF ARIZONA	6,250.00
Open	NBAZ - Warrant Clearing Account	Check	1075779	04/24/2019	Accounts Payable	THOMPSON, ALENA	400.00
Open	NBAZ - Warrant Clearing Account	Check	1075780	04/24/2019	Accounts Payable	THOMSON REUTERS WEST	4,373.71
Open	NBAZ - Warrant Clearing Account	Check	1075781	04/24/2019	Accounts Payable	TJP COMMUNICATIONS	709.15
Open	NBAZ - Warrant Clearing Account	Check	1075782	04/24/2019	Accounts Payable	TRICKEY, TRAVIS M	1,484.45
Open	NBAZ - Warrant Clearing Account	Check	1075783	04/24/2019	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	20.92
Open	NBAZ - Warrant Clearing Account	Check	1075784	04/24/2019	Accounts Payable	UDALL, W JEFFORY	34.80
Open	NBAZ - Warrant Clearing Account	Check	1075785	04/24/2019	Accounts Payable	ULINE INC	1,349.91
Open	NBAZ - Warrant Clearing Account	Check	1075786	04/24/2019	Accounts Payable	UNIFIRST CORPORATION	106.24
Open	NBAZ - Warrant Clearing Account	Check	1075787	04/24/2019	Accounts Payable	UNITED RENTALS	977.01
Open	NBAZ - Warrant Clearing Account	Check	1075788	04/24/2019	Accounts Payable	VALLEY AUTO PARTS	733.17
Open	NBAZ - Warrant Clearing Account	Check	1075789	04/24/2019	Accounts Payable	VALLEY IMAGING SOLUTIONS	50.86
Open	NBAZ - Warrant Clearing Account	Check	1075790	04/24/2019	Accounts Payable	VERIZON WIRELESS	749.98
Open	NBAZ - Warrant Clearing Account	Check	1075791	04/24/2019	Accounts Payable	WAGNER EQUIPMENT CO	31.90
Open	NBAZ - Warrant Clearing Account	Check	1075792	04/24/2019	Accounts Payable	WAL-MART COMMUNITY	397.88
Open	NBAZ - Warrant Clearing Account	Check	1075793	04/24/2019	Accounts Payable	WASTE MANAGEMENT OF AZ	144.16
Open	NBAZ - Warrant Clearing Account	Check	1075794	04/24/2019	Accounts Payable	WESTERN CONSTRUCTION COMPONENTS INC	19,600.00
Open	NBAZ - Warrant Clearing Account	Check	1075795	04/24/2019	Accounts Payable	WESTERN DRUG COMPANY	20.00
Open	NBAZ - Warrant Clearing Account	Check	1075796	04/24/2019	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	1,381.92
Open	NBAZ - Warrant Clearing Account	Check	1075797	04/24/2019	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	159.45
Open	NBAZ - Warrant Clearing Account	Check	1075798	04/24/2019	Accounts Payable	WHITING, GARRET LEE	76.09
Open	NBAZ - Warrant Clearing Account	Check	1075799	04/24/2019	Accounts Payable	WHITING, MICHAEL B	488.36
Open	NBAZ - Warrant Clearing Account	Check	1075800	04/24/2019	Accounts Payable	WOODSON INVESTIGATIVE SERVICES	457.20
Open	NBAZ - Warrant Clearing Account	Check	1075801	04/24/2019	Accounts Payable	WOODLAND BUILDING CENTER	874.74
Open	NBAZ - Warrant Clearing Account	Check	1075802	04/24/2019	Accounts Payable	WRIGHT EXPRESS FSC	2,128.04
Open	NBAZ - Warrant Clearing Account	Check	1075803	04/24/2019	Accounts Payable	YAZZIE'S AUTO PARTS INC	3.20
Open	NBAZ - Warrant Clearing Account	Check	1075804	04/24/2019	Accounts Payable	YOUNGS FUTURE TIRE	486.35
Open	NBAZ - Warrant Clearing Account	Check	1075805	04/24/2019	Accounts Payable	LARRY H MILLER FORD MESA	43,897.67
Open	NBAZ - Warrant Clearing Account	Check	1075806	04/25/2019	Accounts Payable	AXON ENTERPRISE INCTASER INTERNATIONAL INC	56,285.13

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

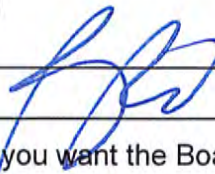
date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

4/29/19



Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of the minutes dated April 2, 2019 and April 10, 2019.

BOS Meeting Date Requested 5/7/19

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_



OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING

April 2, 2019  
Ganado, Arizona

Present were: Chairman Joe Shirley, Jr., Vice Chairman Travis Simshauser and Supervisor Alton Shepherd. Also present, County Manager/Clerk of the Board Ryan Patterson and County Attorney Michael Whiting.

Chairman Shirley called to order the Board of Supervisors meeting at 8:32 a.m. MST at the Ganado Road Yard Conference Room, Highway 264 Mile Marker 446.8 in Ganado, Arizona and welcomed all in attendance.

Leilani Moore gave the invocation.

Heather Curtis led the Pledge of Allegiance.

Chairman Shirley called for the Public Health Services District items.

Keli Sine-Shields, Assistant Health Director, requested approval of an Intergovernmental Agreement (Contract CTR042947) for Epidemiology and Laboratory Capacity - Zika, effective March 7, 2019 in the amount of \$20,000. Mrs. Sine-Shields stated this grant will involve conducting arboviral case investigations, mosquito surveillance and control, and improve awareness within the community. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous

Keli Sine-Shields, Assistant Health Director, presented the item following a possible executive session for legal advice pursuant to A.R.S. §38-431.03 (A)(3), discussion and possible acceptance of settlement offer for the work performed to demolish and remove debris from 17 dilapidated structures on parcel number 103-13-005B owned by Larry D. Spector. Mr. Patterson stated he did not believe an executive session was needed. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Mr. Simshauser asked County Attorney Whiting if he had reviewed the settlement. Mr. Whiting stated yes. Vote was unanimous.

**Mr. Shepherd moved to adjourn the Health District meeting, seconded by Mr. Simshauser.** Vote was unanimous.

Chairman Shirley called for the Jail District item.

Chief Deputy Sheriff Brannon Eagar, requested approval of an Intergovernmental Agreement with the White Mountain Apache Tribe to house inmates in the jail facility. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

**Mr. Simshauser moved to adjourn the Jail District meeting, seconded by Mr. Shepherd.** Vote was unanimous.

Chairman Shirley called for the regular agenda items.

Michael Whiting, County Attorney, presented the item following a public hearing for discussion and possible approval of Apache County Attorney Diversion Program Fee Schedule, pursuant to A.R.S. §11-251.08. Mr. Simshauser moved to open the public hearing, seconded by Mr. Shepherd. Vote was unanimous. Trudy Balcom, with the White Mountain Independent asked for an over view of the program. Mr. Whiting provided an explanation of the program and the proposed fees and what the fees are used for. Chief Deputy Brannon Eagar asked where the fees can be seen. Mr. Whiting provided an overview on the process of the public record requests. Trudy Balcolm and Mr. Whiting held a discussion on the cost savings when the diversion program is utilized. There was no one else wanting to address the Board during the public hearing. **Mr. Shepherd moved to close the public hearing, seconded by Mr. Simshauser.** Vote was unanimous. **Mr. Shepherd moved approval of the Apache County Attorney Diversion Program Fee Schedule, seconded by Mr. Simshauser.** Vote was unanimous.

#### **Apache County Diversion Program Fee Schedule**

All Participants eligible for Diversion in the Apache County Diversion Program shall be required to pay a diversion fee to offset the costs of the Program. Specific terms of participation and Fee amount will be determined by the discretion of the Prosecutor through negotiations with Participant or Participant's defense attorney, but shall fall within the following ranges:

1. Felony Diversion:
  - a. All Felony Diversions: \$500 to \$1500
2. Misdemeanor Diversion:
  - a. All Misdemeanor Diversions: \$200 to \$1000
3. Trucking Diversion:
  - a. Parking: Up to \$1000
  - b. Vehicle Weight: Up to 85% of the total fine allotted
  - c. Vehicle Defect: Up to \$1000
4. Notwithstanding the foregoing, fees shall be attributable to defray or cover the expense of the Program services for which the fee is assessed. The fees shall not exceed the actual cost of the Program product or service.

Mr. Patterson presented the Consent Items A-F and recommended approval. Mr. Simshauser requested Item 2-C of the consent agenda be removed for a separate discussion and consideration. Chairman Shirley removed 2-C from the consent for separate consideration.

**Mr. Shepherd moved to approve all Consent items except for 2-C, seconded by Mr. Simshauser.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between March 12, 2019 and April 2, 2019. PayeeAmount STAN'S DIESEL AND PERFORMANCE 1,097.45 APACHE COUNTY HSA 3,479.57 APACHE COUNTY MEDICAL 166,351.98 APACHE COUNTY TAX WITHHOLDING 145,513.82 ASRS LEGACY EORP 5,933.16 AZ STATE RETIREMENT

SYSTEM 109,727.33 COLONIAL LIFE AND ACCIDENT INS 1,448.95 CORRECTIONS  
OFFICER RET PLAN 9,288.82 CORRECTIONS OFFICER RETIREMENT PLAN 520  
5,520.33 EORP LEGACY 2,723.78 NATIONWIDE 2,312.60 NATIONWIDE TRUST FSB  
3,301.42 PUBLIC SAFETY PERSONNEL 401 15,987.81 PUBLIC SAFETY SHERIFF RET  
44,167.41 SUPPORT PAYMENT CLEARINGHOUSE 1,606.39 AMAZON CAPITAL  
SERVICES INC (IT DEPT) 2,160.75 AMERIGAS – GALLUP 2,323.35 ARIZONA CDJR  
SHOW LOW 3,119.04 AZ EMERGENCY PRODUCTS 5,153.19 AZLGEBT 332,056.38  
CONSOLIDATED ELECTRICAL DISTRIBUTORS 4,140.14 CONTINUANT INC 1,015.20  
CS&S COMPUTER SYSTEMS 9,300.00 CUSTOM CHALLENGE COINS.COM  
1,188.00 EIGHTYNINE A LLC 1,043.00 ETR ASSOCIATES 1,451.52 FLEET PRIDE  
2,784.26 GALLUP BLUEPRINT 1,782.70 HILLYARD/FLAGSTAFF 2,982.21 INGRAM  
LIBRARY SERVICES 2,353.19 KATHLEEN M MCGUIRE PSY D LLC 1,742.50 NATIONS  
GAS TECHNOLOGIES INC 1,088.57 NEWMAN SIGNS INC 4,296.78 OVERDRIVE INC  
1,535.97 PFIZER INC 1,764.62 PHOENIX FORENSIC PSYCHOLOGICAL SERVICES INC  
5,000.00 PREMIUM PROPANE LLC 1,110.04 QUILL CORP 2,174.58 RHINEHART OIL CO  
35,155.93 SAFELITE AUTO GLASS 1,105.43 SECURUS TECHNOLOGIES INC  
1,280.54 ST JOHNS CITY 1,033.25 SW ECOLOGY LLC 1,468.26 THE AARONS  
COMPANY LLC 3,000.00 THE CENTER FOR BREASTFEEDING 1,540.00 TRINITY  
SERVICES GROUP INC 17,541.70 VALLEY AUTO PARTS 5,049.32 VERIZON  
WIRELESS 1,567.55 WESTERN CONSTRUCTON COMPONENTS INC  
29,040.00 WHITE MOUNTAIN RADIOLOGY 1,080.84 WRIGHT EXPRESS FSC  
2,588.28 YOUNGS FUTURE TIRE 1,104.80 NATIONAL BANK 1,530.76 NATIONAL BANK  
OF ARIZONA 1389 1,208.22 NATIONAL BANK OF ARIZONA 0085 2,552.72 NATIONAL  
BANK OF ARIZONA 0285 1,004.78 SOUTHWEST PROMOTIONAL SOLUTIONS  
1,188.00 ALL AROUND CLEAN UP 2,500.00 AMAZON CAPITAL SERVICES INC (IT  
DEPT) 1,801.54 ARIZONA HIGHWAY SAFETY SPECIALIST INC 9,112.95 AZ SUPREME  
COURT 1,517.50 AZ SUPREME COURT 1,500.00 AZ SUPREME COURT 20,250.00 AZ  
SUPREME COURT 1,040.00 BEGAY, MARLEITA 1,005.89 BREWER LAW OFFICE PLLC  
8,500.00 CATERPILLAR FINANCIAL SERVICES CORPORATION 34,717.46 CELLULAR  
ONE NE AZ 1,056.92 DESERT VIEW FUNERAL HOME LLC 11,089.50 EMPIRE  
MACHINERY 7,837.23 FLEET PRIDE 2,274.51 FRONTIER 1,827.70 GROWMAIL/ONE  
BRAND 2,269.33 HAMBLIN LAW OFFICE PLC 8,500.00 HEAP, KLINT 1,389.01 HIGH  
COUNTRY PROPANE 1,864.48 IKARD & NEWSOM 1,457.74 ITSECUREONE 4,650.26  
LEGATE, PENROD & ASSOCIATES 8,500.00 NATIONAL BUSINESS FURNITURE  
2,625.23 NAVAJO TRIBAL UTILITY AUTHORITY 1,170.95 NAVOPACHE ELECTRIC  
COOPERATIVE 8,194.92 PATTERSON, DANA BRYCE 8,500.00 PITNEY BOWES 3,761.73  
QUILL CORP 2,888.82 RHINEHART OIL CO 33,790.86 ROAD MACHINERY LLC  
15,678.71 SANOFI PASTEUR INC 2,593.37 SCHIFF, LAURENCE 2,400.00 SECURUS  
TECHNOLOGIES INC 1,344.88 SOURCEHOV EXELA TECHNOLOGIES 1,688.21  
SPRINGERVILLE AUTOMOTIVE SERVICE 1,348.51 ST JOHNS CUSTOM WORKS INC  
1,434.58 US CORRECTIONS LLC 2,942.55 VERITAS RESEARCH CONSULTING  
3,050.00 WADDELL K9'S LLC 13,004.00 YAZZIE'S AUTO PARTS INC 5,003.05  
YELLOWHORSE, JAY 1,399.92 SANDOVAL, PATRICK J 1,799.17 APACHE COUNTY  
HSA 3,479.57 APACHE COUNTY MEDICAL 168,157.36 APACHE COUNTY TAX  
WITHHOLDING 137,469.54 ASRS LEGACY EORP 5,933.16 AZ STATE RETIREMENT  
SYSTEM 106,623.62 COLONIAL LIFE AND ACCIDENT INS 1,448.95 CORRECTIONS

OFFICER RET PLAN 8,917.72 CORRECTIONS OFFICER RETIREMENT PLAN 520  
5,058.34 EORP LEGACY 2,723.78 NATIONWIDE 2,365.81 NATIONWIDE TRUST FSB  
3,218.08 PUBLIC SAFETY PERSONNEL 401 15,987.81 PUBLIC SAFETY SHERIFF RET  
40,501.83 SUPPORT PAYMENT CLEARINGHOUSE 1,549.64 AMERIGAS – GALLUP  
3,070.71 ANDERSON, CHARLI A 1,930.26 ANDERSON RESOURCE GROUP INC 2,205.75  
AZ DEPT OF HEALTH SERVICES 1,500.00 AZ SUPREME COURT 2,625.00 BAUMAN  
HOME AND AUTO INC 1,964.14 BLUE HILLS ENVIRONMENTAL 1,602.17 BURNHAM  
MORTUARY 1,000.00 BURNHAM MORTUARY 1,000.00 BUTLER'S OFFICE  
EQUIPMENT & SUPPLY INC 1,134.78 COCHISE SERVICES LLC 2,100.00 CRESCENT  
ELECTRIC SUPPLY CO 1,430.51 DELL COMPUTER CORPORATION 1,710.04 DIAMOND  
DRUGS INC 5,922.74 ELECTION SYSTEMS AND SOFTWARE 33,498.35 EMPIRE  
MACHINERY 11,149.62 FRONTIER 1,223.62 FRONTIER 4,520.71 GOSERCO, INC  
3,849.13 GREER, DARYL 1,230.26 HAMBLIN & ASSOCIATES LLC 1,500.00 HIGH  
COUNTRY PROPANE 1,648.31 HILLYARD/FLAGSTAFF 1,539.34 HILTON GARDEN INN  
PHOENIX AIRPORT NORTH 1,287.78 INGRAM LIBRARY SERVICES 1,509.19  
KTNN RADIO STATION 3,998.32 LATHAM, MICHAEL 2,075.15 MOUNTAIN COMFORT  
HEATING AND COOLING 3,795.75 MOVIE LICENSING USA 1,984.00 NATIONAL  
BUSINESS FURNITURE 5,372.47 NAVAJO TRIBAL UTILITY AUTHORITY 4,141.82  
NAVOPACHE ELECTRIC COOPERATIVE 12,925.49 PACIFIC PONDEROSA CO INC  
3,352.54 QUILL CORP 3,344.83 RHINEHART OIL CO 23,092.55 RIGG LAW FIRM PLLC  
2,458.50 SECURUS TECHNOLOGIES INC 1,598.36 SHI INTERNATIONAL CORP  
149,544.05 SIERRA PROPANE 3,089.73 SKY BLUE HVAC LLC 4,743.00 SW ECOLOGY  
LLC 1,800.00 THOMSON REUTERS WEST 2,740.43 TYLER TECHNOLOGIES INC  
3,524.19 US CORRECTIONS LLC 1,846.65 VALLEY AUTO PARTS 2,713.52  
VERIZON WIRELESS 1,248.55 PITNEY BOWES RESERVE ACCOUNT 5,000.00  
AZ DEPT OF REVENUE 1,085.14 AMAZON CAPITAL SERVICES INC (IT DEPT)  
2,509.63 AZ COURTS ASSN 1,360.00 AZ SUPREME COURT 2,291.00 BROWN'S  
PARTSMaster INC 1,293.15 CDW GOVERNMENT LLC 2,378.50 CELLULAR ONE  
NE AZ 1,085.78 CIVIL & ENVIRONMENTAL CONSULTANTS INC 9,210.67 COCONINO  
COUNTY 1,680.00 EMPIRE MACHINERY 6,224.25 FERRELLGAS 1,123.64 GLAXO  
SMITHKLINE PHARMACY 2,772.00 GMCO CORPORATION 2,000.99 GOLIGHTLY TIRE  
1,444.48 HANCOCK, PAUL 1,243.76 HORNE AUTO CENTER INC 1,606.35 INGRAM  
LIBRARY SERVICES 4,905.07 LOOMIS 1,418.00 MCKESSON MEDICAL SURGICAL  
1,180.08 MOUNTAIN COMFORT HEATING AND COOLING 74,503.76 NAVAJO  
TRIBAL UTILITY AUTHORITY 3,408.72 NAVOPACHE ELECTRIC COOPERATIVE  
4,356.48 NORCHEM DRUG TESTING LABORATORY 1,777.40 PACIFIC PONDEROSA  
CO INC 6,737.80 PIMA COUNTY MEDICAL 4,600.00 QUILL CORP 4,180.68 REDW LLC  
8,500.00 RHINEHART OIL CO 1,720.15 SANOFI PASTEUR INC 1,216.42 SECURUS  
TECHNOLOGIES INC 3,584.20 SW ECOLOGY LLC 1,090.00 TYLER TECHNOLOGIES  
INC 79,344.97 VERIZON WIRELESS 2,914.10 WHITE MOUNTAIN REGIONAL  
MEDICAL CENTER 2,111.00 YOUNGS FUTURE TIRE 2,015.04 WORLD OF TRAVEL  
1,845.15 Demands are payments made, or to be made, by the County. Specific details of the  
demands may be requested through the County public record request process. B. Request  
approval of the minutes dated March 12, 2019. County Attorney: D. Request approval of a  
contract with Sandstone, LLC. Community Development: E. Request approval to waive the  
\$300.00 fee for a temporary Use Permit for Greer Civic Association, a non-profit organization

to hold Greer Days, an annual community event in Greer, June 7-9, 2019. F. Request approval of a Conditional Use Permit to allow Christopher and Tana Kenyon to place a second home on their 7-acre parcel. Property is located at 105 Apache County Road 3151 in Winchester Trails, Unit 1, Lot 2 in Vernon, parcel 106-61-002. The Planning and Zoning Commission unanimously recommended approval on March 7, 2019. Vote was unanimous.

Mr. Whiting presented item 2-C. from the consent agenda to request approval of the revised Human Resources Policy Manual Section 2.30. Mr. Shepherd asked for clarification on what changed with the policy. A discussion was held regarding the proposed revision to the policy. Mr. Simshauser stated he has issues with the policy; his recollection is it was never approved prior to today by the Board. Mr. Simshauser stated his other concern with this new policy is employees who are ordered to cross state lines will not be properly compensated with pay and retirement contributions. Mr. Simshauser asked Mr. Whiting if this policy applies for anyone working out of state under any circumstance. Mr. Whiting stated the policy applies to anyone working out of state who would be receiving compensation from the county; if the compensation comes from a 3<sup>rd</sup> party, they would still be compensated but not from Apache County. Mr. Simshauser stated the policy is vague and leaves too much in there that allows not compensating employees when they are sent to assist across state lines. Mr. Shepherd stated we have the fiscal responsibility to not burden the county finances and supports the revised policy. Mr. Simshauser stated he isn't saying we don't need a policy, he just wants a distinction between an emergency versus someone who volunteers to be part of something that causes a financial burden on the county. Mr. Shepherd stated the policy says fire personnel; if it said law enforcement, he would have a concern with the policy. **Mr. Shepherd moved to approve the revised 2.3 policy, seconded by Mr. Shirley.** Chief Deputy Brannon Eager stated there are issues with the revised policy; the only law enforcement personnel work for the elected official. Chief Eager stated the policy is still rife with some legal issues that he thinks will come forward in the future. Chief Eager stated as to a burden to the county, and every other expenditure is reimbursed. Chief Eager stated the county actually saves money in salaries when someone is sent on an assignment; all salaries ERE's, expenses, retirement and insurance are reimbursed. Motion passed 2-1 with Mr. Simshauser voting nay.

Dawn Yarosh, on behalf of the treasurer's office, requested approval of a "Certificate of Abatement of Taxes" pursuant to A.R.S. §42-1835(1). Total tax to be abated: \$37,530. Total interest to be abated: \$70,455.67. Total fees to be abated: \$2,876.51, for a total of \$109,862.48 for parcel 964-91-060. Mr. Patterson stated this is an assessment done at the state level not realizing they were charging the taxpayer for equipment that was not on the parcel and was never owed but in order to get it off the books the Board had to approve the abatement of taxes. **Mr. Shepherd moved approval seconded by Mr. Simshauser.** Vote was unanimous.

Gabriel Freeland, District II Manager, requested approval of Apache County Policy – Use of Unmanned Aircraft Systems. Mr. Shepherd stated this is a policy that was presented by District II but is more a county roads policy if other districts want to utilize the use of a drone to enhance technology by addition efficiency with road grader preparation and material placement as well as road assessments and GPS locations for center lines and culverts. Mr. Shepherd stated the drone can also be useful by other offices like the assessor and sheriff. **Mr. Shepherd moved to approve the Use of Unmanned Aircraft policy, seconded by Mr. Shirley.** Mr. Simshauser

stated we do need a policy, his concern and why he didn't second the motion is because he would like to have some more time with the policy; as of late last night, a different copy of the policy was sent out and he hasn't had time to review everything. Mr. Shepherd stated there has been discussion on what department the policy should be under risk management or the civil engineer and was determined it would be best under the civil engineer who would monitor the approvals, disapprovals and record keeping within the Engineering Department. Mr. Shepherd stated he has staff ready to go take the testing in order to obtain insurance and ability to fly the drone. Mr. Simshauser stated this will be a county policy and understands that there will be elected offices and departments using the drone and the person who oversees this has to have the authority to deal with violations and his concern is there are departments that don't fall under the engineering department that would be using it so that needs to be worked out. Mr. Shirley stated technology and policies are always developing and changes can be made, and we need something to get started. Motion passed 2-0 with Mr. Simshauser abstaining.

Mr. Patterson, on behalf of District III, requested approval of a proclamation and resolution designating April as Fair Housing Month in Apache County. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

## FAIR HOUSING PROCLAMATION

**W**HEREAS, The National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and

**W**HEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

**W**HEREAS, April has traditionally been designated as Fair Housing Month in the United States;

**N**OW, THEREFORE, I Joe Shirley, Jr., Chairman of the Board of Apache County, do proclaim April as Fair Housing Month in Apache County and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

/s/ Dr. Joe Shirley, Jr.,  
Chairman of the Board

Signed this 2<sup>nd</sup> day of April, 2019.

# FAIR HOUSING RESOLUTION

2019-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY ADOPTING A FAIR HOUSING POLICY, MAKING KNOWN ITS COMMITMENT TO THE PRINCIPLE OF FAIR HOUSING, AND DESCRIBING ACTIONS IT SHALL UNDERTAKE TO AFFIRMATIVELY FURTHER FAIR HOUSING.**

**W**HEREAS, the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

**W**HEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

**W**HEREAS, fairness is the foundation of the American system and reflects traditional American values; and

**W**HEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

**N**OW, THEREFORE, BE IT RESOLVED THAT the Apache County Board of Supervisors hereby wish all persons living, working, doing business in or traveling through this County to know that:

discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of Apache County to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin;

and within available resources Apache County will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex,

handicap familial status or national origin to seek equity under existing federal and state laws to file a complaint with the Arizona Attorney General's Office or the U.S. Department of Housing and Urban Development; and

that Apache County shall publicize this Resolution and thereby encourage owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that Apache County shall undertake the following actions to additionally "affirmatively further fair housing:"

Post this Resolution in Apache County Community Buildings. make fair housing and housing discrimination information available to the citizens of Apache County.

PASSED AND ADOPTED BY THE APACHE COUNTY BOARD OF SUPERVISORS ON THIS 2<sup>nd</sup> DAY OF APRIL 2019.

*/s/ Dr. Joe Shirley, Jr.*  
*Chairman of the Board of Supervisors*

ATTEST:  
*/s/ Ryan N. Patterson*  
County Clerk

APPROVED AS TO FORM:  
*/s/ Michael Whiting*  
County Attorney

Mr. Patterson, on behalf of District III, requested approval of an amendment to Grant #WHFH14-211 to extend the contract period 30 days due to lack of progress for winter Weather. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson, on behalf of District III, requested approval of a professional services agreement with Yelton and Associates for grant administration related to the USDA Rural Development Grant Application. Mr. **Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Kerry Pena, Interim Emergency Management Director, requested approval to amend the current Cooperative Fire Rate Agreement between Apache County and the Arizona Department of Forestry and Fire Management. Mrs. Pena stated this item was tabled at the last meeting and allows reimbursement for any Red Card holders who travel outside the county. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Mr. Shepherd asked Mr. Whiting, with the passing of policy 2.3, are there any issues with this agreement? Mr. Whiting stated there needs to be a caveat under an amended motion that this is approved subject to Apache County policy and instruction to get with the Department of Forestry's legal counsel to rewrite the agreement so that section acknowledges our policy. **Mr. Shepherd amended the motion to reflect Mr. Whiting modification to the agreement Mr. Simshauser seconded the amended motion.** Vote was unanimous.

Kerry Pena, Interim Emergency Management Director, requested approval to designate Kerry Pena as the Applicant Agent for emergency reimbursement submissions to the Arizona Division of Emergency Management. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Mr. Patterson requested approval to extend the State of Emergency declared on February 21, 2019. Mr. Patterson stated that based on some continued flooding in the Chinle area, recommended extending the state of emergency until the Next Board meeting on May 7, 2019. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Mr. Shepherd and Mrs. Pena held a discussion regarding timelines for submitting documents to the State of Arizona for reimbursement for expenses related to the state of emergency. Vote was unanimous.

Mr. Patterson requested approval of a resolution creating a Census 2020 Complete Count Committee for Apache County and appoint members to serve on the Committee. Mr. Patterson stated the county will work with the towns and communities within Apache County and will be headed up by Devin Brown. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Mr. Shepherd stated the goal for the census is to get 60% counted and he would like us to target 100% counted so he is hoping Mr. Brown obtains representatives from each district to get that compilation and reach 100% counted. Mr. Patterson stated the library districts will be utilized and Apache County will coordinate with other counties, communities and towns to strive to reach 100% counted. Vote was unanimous.

**RESOLUTION NO. 2019-06**  
**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE**  
**COUNTY, ARIZONA, CREATING A CENSUS 2020 COMPLETE COUNT**  
**COMMITTEE.**

**WHEREAS**, a decennial census of every resident is required under Article 1, Section 2 of the U.S. Constitution; and

**WHEREAS**, an accurate census is essential for the allocation of representatives with the legislative bodies of the U.S. House of Representatives, the Arizona State Legislature and within Apache County voting districts; and

**WHEREAS**, billions of dollars each year in intergovernmental funding for health, education, transportation, child and elder care, emergency preparation and response, public and social support programs of all kinds depend on complete and accurate age, population and other ethnic and demographic information gathered every ten years; and

**WHEREAS**, all units of government, large and small corporations, non-profit organizations, religious organizations and local businesses of all sizes require accurate information on population and family size and income data for investment, job development and marketing guidance and to determine the impact of educational, health and social programs; and

**WHEREAS**, individual and family information is held completely confidential by strong federal

laws supported by consistent court rulings at all levels and is never released even to other units of local, state or federal governments except in large statistical totals, or to family members after 72 years for genealogical purposes only; and

**WHEREAS**, the more informed residents are about the 2020 Census operations, the better their understanding of the census process becomes, thus increasing their willingness to be a part of the successful enumeration in 2020;

**NOW, THEREFORE, BE IT RESOLVED** that the Apache County Board of Supervisors does hereby create a Census 2020 Complete Count Committee for the purpose of planning and conducting local initiatives and promotional activities to increase community participation in the 2020 Census.

**BE IT FURTHER RESOLVED** that the Census 2020 Complete Count Committee Guidelines are as follows:

Section 1: PURPOSE:

The County of Apache is forming a Complete Count Committee

1. To increase the questionnaire mail back response rate through a focused, structured, neighbor-to-neighbor program,
2. To utilize the local knowledge, expertise, and influence of each Complete Count Committee member to design and implement a census awareness campaign targeted to the community,
3. To bring together a cross-section of community leaders whose only focus in 2020 Census awareness.

Section 2: DUTIES AND RESPONSIBILITIES:

The Complete Count Committee shall be a working committee charged with responsibility of planning and conducting local educational initiatives, as well as publicity and promotional activities to increase community participation in the Census. Activities may include, but are not limited to the following:

- Handle the creation, printing and distribution of posters, flyers, handouts, and materials for use by the media and others,
- Prepare materials for public service announcements on radio and television
- Speak at public forums and meetings, fraternal organizations, business organization, and schools for the purpose of promoting and information people of the Census,
- Create Census messages in utility bills, grocery bags, monthly billing statements, and payroll checks.
- Identify job candidates and/or distribute and display recruiting materials,
- Provide space for Be Counted sites and/or Questionnaire Assistance Centers.

Section 3: MEMBERSHIP

The Committee shall be appointed members by the Board of Supervisors. They will lead Throughout Apache County in the promotion of a 2020 Census awareness campaign and be committed to ensuring that every resident in Apache County is counted in the 2020 Census. The Committee will include representation from each of the following community groups:

- a. Cities and Towns
- b. Tribal Governments
- c. Business
- d. Religious Groups
- e. Education
- f. Community Organizations
- g. Media
- h. Minority Groups

#### Section 4: TERM OF SERVICE.

The Committee chairperson and committee members shall be appointed to serve for a term to continue through June 2020. For cause stated in writing, the Board of Supervisors may remove a member of the Complete Count Committee. Apache County and the local cities and towns may provide support staff as resources allow.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of April 2019.

#### **ATTEST:**

/s/ Ryan N. Patterson, Clerk

/s/ Dr. Joe Shirley, Jr., Chairman

Approved as to form:

/s/ Michael Whiting  
County Attorney

Angela Romero, Election Director, requested possible action to allow the White Mountain Communities Special Health Care District to hold a vote by mail election on June 25, 2019 to reauthorize the authority to levy a secondary property tax. Mr. Whiting provided an overview related to the district's election issue. Mr. Whiting stated ultimately the decision is up to the Board of Supervisors if the election goes forward. Mr. Whiting stated Election Director Angela Romero sent out a memo to the Board outlining the circumstances and issues facing the health care district's requested election. Mr. Whiting stated the question before the Board is, should the Board allow another election to be held for the special tax district six months after the voters said no, and if the statutes allow another election if the board so chooses to approve one. Jerry Campeau, Chairman of the White Mountain Communities Health Care District requested the all-mail election be held and provided an overview of the November 2018 election, the districts history, and the circumstances that led to the district requesting the all-mail election. A discussion was held regarding the cost for the election. Mr. Campeau stated the health care district would pay for the cost of the election. Mr. Shepherd asked if legally, can the election move forward and if it didn't, or the voters don't reauthorize it by the election what

happens to the district. Mr. Whiting stated from a legal standpoint, the safe route is to allow the election to go forward and have the election, and the people can vote it down or vote for it, so legally, based on the definitions he his office has looked at, that would be the safest route. Mr. Whiting stated if the citizens vote not to reauthorize the district, he hasn't researched what the process is to dissolve the district, he can only speculate at this time. Mr. Shepherd asked what the cost would be to hold an election. Mrs. Romero stated the total cost would be reimbursed by the district. Mr. Campeau stated based on previous elections, he would estimate the cost would be about \$22,000 for an all-mail election and would be completely reimbursed by the health district if the county conducted the election. Mr. Campeau stated the legal counsel for the district has advised if the voters vote it down, the district does not go away, it just has no authority to tax so whatever funds are left would be used for emergency purposes, and when those run out there will be no more money to fund ambulances and equipment. Recorder Edison Wauneka stated he has concerns with holding the election on June 25<sup>th</sup> due to the issue of the mandatory timelines that do not allow enough time or manpower to conduct the election. Mr. Campeau stated the health district board will assist with whatever is needed. Mr. Campeau stated in order to be included in the upcoming tax cycle, the election needed to be held prior to July 1, 2019 so that if the voters approved the reauthorization of the health care district, a budget could be submitted, and taxes could be collected to fund the district. A discussion was held regarding utilizing outside firms to conduct the election. Mr. Shepherd stated the cost is not the issue, the issue is putting the county in a bind as far as following the statutes and timelines that the Board of Supervisors has to go by, and that opens us up to not abiding by certain provisions and maybe the health care district needs to amend their timeline back o make this election happen. Mr. Whiting stated if the Board did not want the election to go forward on June 25<sup>th</sup>, it could be moved to November and could ask the health care district board to call for the election again that would restart the 120-day requirement. Mrs. Romero stated the election department and the recorder's office would not be able to meet all mandatory requirements for an election to be conducted for a June 25 election and outlined those required elements needed to conduct an election. Mr. Shirley asked if the election could be conducted in November. Mr. Campeau stated Election Source, an outside vendor has indicated they could conduct the election on June 25, 2019. Mr. Campeau stated if the election is pushed to November, the budgetary cycle will be missed and cannot tax and will be out for another year and requested the election be held in in June. Mr. Shirley stated if at all possible, he would like to see the election move forward in order to help the community. **Mr. Simshauser moved to table the item with instructions for the election department to work with the health care district to find options to complete the election and re-visit this issue at a special meeting with the possibility for the health care district to meet again and restart the required 120 day call for an election.** Mr. Shepherd stated he is concerned with the liability of moving forward with an election that may bring a lawsuit if not done properly and using an outside source to conduct an election that we have never used before is a concern. Marleita Begay, County Treasurer, requested she be kept informed on the election if held in June, since it would impact the tax bills. **Mr. Shepherd seconded Mr. Simshauser's motion to table the item.** Mr. Shirley stated everyone needs to work together and see if there is a way to make the election happen and the board can meet in a special meeting if needed, to take action to move forward with the election. Vote was unanimous.

Michael Whiting, County Attorney, presented the item following a possible executive session for legal advice pursuant to A.R.S. §38-431.03(A)(3), discussion and possible approval to authorize the Arizona Attorney General's Office to continue representing Apache County in an appeal in

the tax litigation involving Transwestern Pipeline TX2016-000931 (consolidated). Mr. Whiting stated he didn't see a need for elective session. **Mr. Shepherd moved to approve, seconded by Mr. Simshauser.** Vote was unanimous.

Brannon Eagar, Chief Deputy Sheriff, requested following a possible executive session for legal advice pursuant to A.R.S. §38-431.03(A)(3), discussion and possible approval to authorize the Sheriff's Office to engage Michele Molinario of the law firm of Jones, Skelton & Hochuli to advise the Sheriff's Office regarding any disciplinary actions relating to Sheriff's Office employee John Scruggs. Mr. Whiting stated there was not a need for executive session unless the Board had questions. Mr. Whiting stated his office has worked with Mr. Scruggs over the past 20 years and don't want there to be any ethical issues or violations and felt it is an appropriate request and good to have outside counsel work with the sheriff's office. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson presented notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

- Eastern Arizona Counties Organization meeting on April 17, 2019 at 3:00 p.m. located at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The Small Counties Forum meeting on April 17, 2019 at 5:30 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association meeting on April 18, 2019 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

There was no one wanting to address the Board during call to the public.

**Mr. Shepherd moved to adjourn, seconded by Mr. Simshauser.** Vote was unanimous.

Approved this 7<sup>th</sup> day of May, 2019.

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Joe Shirley, Jr.  
Chairman of the Board

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Ryan N. Patterson  
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING

April 10, 2019  
St. Johns, Arizona

Participating via the telephone was Chairman Joe Shirley, Jr., Vice Chairman Travis Simshauser, Supervisor Alton Shepherd and County Attorney Michael Whiting. Present was County Manager/Clerk of the Board Ryan N. Patterson,

Chairman Shirley called to order the Board of Supervisors meeting at 9:00 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Angela Romero, Election Director, presented the item for possible action to allow the White Mountain Communities Special Health Care District to hold a vote by mail election on June 25, 2019 to re-authorize the authority to levy a secondary property tax. Mrs. Romero stated this item was tabled at the April 2, 2019 Board of Supervisors meeting. Chairman Shirley asked for Mrs. Romero's recommendation. Mrs. Romero recommended the election not be conducted on June 25, 2019 as an all-mail election. Mr. Patterson stated Linda Martin representing the health care district was present. Mr. Shepherd stated since the last board meeting, the research and feedback shows the timeline issues and statute requirements are not met so it comes before the Board as an approval or a disapproval. **Mr. Shepherd stated at this time the election going forward does not meet the statutory requirements and based on attorney advice, he made the motion to disapprove, seconded by Mr. Simshauser.** Linda Martin, a representative from the health care district asked what statutes indicate the election can not go forward. Mr. Shirley stated the county attorney sent the Board of Supervisors a memo outlining the statutes. Mrs. Martin requested she also get something in writing. County Attorney Whiting stated a legal memo was submitted to the Board which is client/attorney privileged and not something disclosed to the public. Mr. Whiting stated as to what statutes the legal advice to the board was based on, the applicable statutes are Title 16, ARS 16-225B, 16-558, 16-558.02, 16-227 and 16-545.01. Mr. Whiting stated the request for a June 25<sup>th</sup> election does not comply with those required statutes. Vote was unanimous to disapprove the request for a call for an all-mail election on June 25, 2019.

Mr. Patterson presented notification of an Open House event in recognition of National County Government Month on April 25, 2019 at 9:00 a.m. MST (10:00 a.m. DMST) at the District II Road Yard, 30 Coal Mine Road, in Ft. Defiance, Arizona where two or more members of the Apache County Board of Supervisors may be in attendance. No action was needed or taken.

**Mr. Simshauser moved to adjourn the special meeting, seconded by Mr. Shepherd.** Vote was unanimous.

Approved this 7<sup>th</sup> day of May 2019.

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Dr. Joe Shirley, Jr.  
Chairman of the Board

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Ryan N. Patterson  
Clerk of the Board

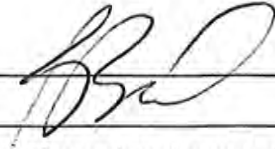
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: 4/29/19 \_\_\_\_\_



Request approval to appropriate \$30,000 to the University of Arizona Cooperative Extension Agency for Apache County for Fiscal Year 2019-2020. The funds are used for operating expenses, programs, staffing and travel.

BOS Meeting Date Requested 5/7/19

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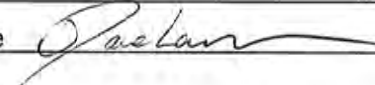
PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

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Finance Review: \_\_\_\_\_

Signature  \_\_\_\_\_

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Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

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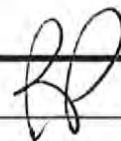
Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_





Ryan Patterson, County Manager  
PO Box 428  
St. Johns, AZ 85936

April 15, 2019

Dear Mr. Patterson:

I am writing to request funding for the 2019-2020 fiscal year for The University of Arizona, Apache County Cooperative Extension. We are requesting an allocation of \$30,000.00 for the 2019-2020 year. It is an increase of \$5000.00 from 2018-2019. We are in need of an increase, because we have added to the Apache County staff a Range and Livestock Agent, a 4-H Program Coordinator for the Navajo Nation and a 4-H Program Coordinator for Apache County. We have upgraded the Administrative Secretary to Administrative Assistant. The rest of our funding comes from The University of Arizona and provides salaries for three extension faculty, an administrative assistant, two 4-H program coordinators and 0.25 FTE for the business manager. We use Apache County funding for travel and operations of the Apache County Extension Office. Apache County also provides us with office and classroom space, building maintenance, janitorial service and utilities.

As a result of an increase in staff, the 4-H enrollment has increased by 50%. We now have range and livestock education and expertise to meet the needs of county clientele. Gardening education requests have shown a 44% increase, resulting in 77 gardening programs being presented in 2018. In addition, a program for teaching parents, grandparents and families about early child development at the Navajo Chapters of New Lands in Sanders, Pine Springs, Wide Ruins and Houck has started this year. The hope is that family and community involvement in this program will increase the school success rate in the Sanders School District. The increased funds from Apache County will be leveraged with The University of Arizona Cooperative Extension funding to make a significant impact on Apache County Extension programs and the people that participate in them.

Enclosed is a form for the appropriation of county funds. The county cash appropriation and an original signature is required from the chairperson of the Apache County Board of Supervisors. The University of Arizona Cooperative Extension will obtain the additional signatures and return a copy to you.

Your consideration of this request will be appreciated.

Sincerely,

A handwritten signature in black ink that reads 'Joyce L. Alves'.

Joyce L. Alves  
County Extension Director  
Family Consumer Health Science Extension Faculty

Cc: Joe Shirley  
Alton Shepherd  
Travis Simshauser

APR 16 2019



COLLEGE OF AGRICULTURE  
AND LIFE SCIENCES  
COOPERATIVE EXTENSION

## APPROPRIATION OF COUNTY FUNDS FOR THE FISCAL YEAR 2019-2020

In accordance with the provisions of Sections 3-124 and 3-126, Arizona Revised Statutes, The Apache County Extension Board has approved and there is hereby submitted for the approval of the County Board of Supervisors a county cash appropriation in the amount of \$\_\_\_\_\_ as the county's share of the proposed budget for the conduct of Extension programs in the county.

_____ Chairperson, Apache County Extension Board	_____ Date
_____ Chairperson, Apache Board of Supervisors	_____ Date
_____ Director, Cooperative Extension	_____ Date
_____ Comptroller, University of Arizona	_____ Date

Issued in furtherance of Cooperative Extension work, acts of May 8 and June 30, 1914, in cooperation with the U.S. Department of Agriculture, Jeffrey C. Silvertooth, Associate Dean & Director, Economic Development & Extension, College of Agriculture and Life Sciences, The University of Arizona. The University of Arizona is an equal opportunity, affirmative action institution. The University does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, veteran status, or sexual orientation in its programs and activities.





**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

Submitter's Name: (Individual, Organization, or County Department)

Date/Signature: \_\_\_\_\_

*DMC*

Describe in detail what you want to say to the Board and what action you want the Board to take:

Human Resources: Request authorization to convert District I's Operations Manager position (Range 44), to an Administrative Coordinator position (42). The position will be filled by the current employee at their current salary.

BOS Meeting Date Requested May 7, 2019

**PRE-AGENDA ITEM REVIEW**

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: \_\_\_\_\_

Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Purchasing Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials *DMC*

**BOARD ACTION TAKEN**

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

Signature Clerk of Board \_\_\_\_\_

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

Submitter's Name: (Individual, Organization, or County Department)

Date/Signature:

*[Handwritten Signature]*

Describe in detail what you want to say to the Board and what action you want the Board to take:

Human Resources: Request approval of AZLGEBT's FY 2020 changes.

BOS Meeting Date Requested May 7, 2019

**PRE-AGENDA ITEM REVIEW**

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: \_\_\_\_\_

Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: *[Handwritten Signature]*

Purchasing Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

*[Handwritten Initials]*

**BOARD ACTION TAKEN**

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

Signature Clerk of Board \_\_\_\_\_



# Overview of Changes Plan Year 2019-2020

- Administrative
  - Transition from Glisbar to AmeriBen
  - Transition to Health Equity for Health Savings Account (HSA)
  - Open Enrollment Login Change
- Medical - PPO Plan ONLY
  - Decrease Teladoc Copay from \$25 to \$10
- Dental/Vision
  - Cover Eligible Dependents up to Age 26

## Medical

Employee Only \$20 Per Paycheck/\$40 Month

Employee + Family \$125 Per Paycheck/\$250 Month

## Dental (Buy-Up Plan Only)

Employee Only \$10

Employee + Family \$20


**EMPLOYEE  
2019-2020  
CONTRIBUTIONS**

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Community Development

Date/Signature: 4/29/19 

Describe in detail what you want to say to the Board and what action you want the Board to take:

Consent Agenda

Community Development: Request that John Freeman, a resident of Greer, be reappointed as a member of the Planning & Zoning Commission.

BOS Meeting Date Requested May 7, 2019

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Recorder's Office \_\_\_\_\_

Date/Signature: Scott Burdett 4/29/2019

Describe in detail what you want to say to the Board and what action you want the Board to take:

Approve annual maintenance fee and agreement with the Arizona Secretary of State for our Voter Registration system. Funds have been budgeted

BOS Meeting Date Requested 5/7/2019

PRE-AGENDA ITEM REVIEW

Legal Review: See Attached email

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature Joe Lamm

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda. Board Clerk's Initials RL

## Bowen Udall

---

**From:** Joe Young  
**Sent:** Thursday, April 18, 2019 9:57 AM  
**To:** Bowen Udall  
**Subject:** RE: ERIC FY19.2 Dues Invoice & Agreement - Apache

I am ok with this document.

**From:** Bowen Udall [mailto:budall@co.apache.az.us]  
**Sent:** Wednesday, April 17, 2019 2:41 PM  
**To:** Joe Young <JYoung@apachelaw.net>  
**Subject:** FW: ERIC FY19.2 Dues Invoice & Agreement - Apache

Hi Joe,

Another SOS agreement. Last year was the first year we participated in the ERIC program. Please give it a look over so I can take it to the board.

Thanks!

**From:** Schnupp, Sarah <sschnupp@azsos.gov>  
**Sent:** Wednesday, April 17, 2019 2:24 PM  
**To:** Edison Wauneka <ewauneka@co.apache.az.us>  
**Cc:** Bowen Udall <budall@co.apache.az.us>  
**Subject:** ERIC FY19.2 Dues Invoice & Agreement - Apache

Hello,

Please find your ERIC part 2 dues for fiscal year 19 invoice attached as well as the cost sharing agreement. Once signed, the agreement can be returned directly to me.

Thank you.



Sarah Schnupp  
Chief Financial Officer  
Administration

Email: [sschnupp@azsos.gov](mailto:sschnupp@azsos.gov)  
Office: 602-542-6171

1700 W Washington St, Fl 7 | Phoenix, AZ | 85007

*This message and any messages in response to the sender of this message may be subject to a public records request.*

# Invoice



Date: March 22, 2019  
Invoice Number: VRAZII-01-2019

Arizona Secretary of State  
1700 West Washington Street  
7th Floor  
Phoenix, Arizona 85007  
602-542-8683

To: Apache County Recorder  
Post Office Box 425  
St. Johns, Arizona 85936

QTY	Description	Unit Price	Line Total
1	Annual Maintenance Statewide Voter Registration System (VRAZ II - ES&S) July 2018 - June 2019  <i>Fiscal Year 2019</i>	\$ 5,351.09	\$ 5,351.09
Subtotal			\$ 5,351.09
Sales Tax			355.04
Total			\$ 5,706.13

Make all checks payable to Arizona Secretary of State

*Remit to Arizona Secretary of State, HAVA Division*

**COST-SHARING AGREEMENT  
FOR STATEWIDE VOTER REGISTRATION DATABASE**

This Agreement is entered into by and between APACHE COUNTY, a body politic and corporate of the State of Arizona ("County"), on behalf of the APACHE COUNTY RECORDER ("Recorder") and the OFFICE OF THE SECRETARY OF STATE ("Secretary").

**Recitals**

- A. The Secretary entered into an agreement by and between the State of Arizona and Election Services & Software, Inc. ("ES&S") dated July 1, 2017 for software and software maintenance services for the statewide voter registration database ("ES&S Agreement") from July 1, 2017 to June 30, 2019. A copy of the ES&S Agreement is attached hereto as Exhibit 1.
- B. The County utilizes the goods and services provided by the ES&S Agreement and the residents of the County receive a substantial benefit as a result of the Recorder being able to utilize the goods and services provided by the ES&S Agreement.
- C. Both the Secretary and the County have a duty towards the continued existence and maintenance of the statewide database of voter registration information and protection of access to voter registration information in the database. A.R.S. § 16-168. The authorizing statutes allow for the Secretary and the County to enter into a cooperative agreement for the purpose of compliance with A.R.S. § 16-168, the National Voter Registration Act, codified at 52 U.S.C. § 20503 et seq., and the Help America Vote Act, codified at 52 U.S.C. § 20901 et seq.
- D. The Secretary and the County have mutually determined that the County's fair share of all costs associated with the ES&S Agreement is \$5,706.13 per fiscal year for fiscal year 2018 and fiscal year 2019. The County has paid its share of costs for fiscal year 2018 but has not yet paid its share of costs for fiscal year 2019.
- E. The Secretary and the County acknowledge that the current ES&S Agreement is anticipated to be extended for a three month period (through September 30, 2019) and that the Secretary has awarded a new contract to Sutherland Government Solutions, Inc. that will replace the current ES&S Agreement after the anticipated extension. The Secretary and the County intend that the Recorder will have the opportunity to access any such replacement software in substantially the same manner as the Recorder now accesses that software provided for in the ES&S Agreement and that the parties will reach a separate agreement as to cost-sharing for the extension of the ES&S Agreement and the new contract with Sutherland Government Solutions, Inc.

NOW, THEREFORE, the County and the Secretary, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

### Agreement

1. **Purpose.** The Recorder and the Secretary desire to share the costs for software and software maintenance services for the statewide voter registration database under the ES&S Agreement.
2. **Cost-Sharing.** The Secretary and the County have mutually determined that the County's fair share of all costs associated with the ES&S Agreement is \$5,706.13 for services rendered in fiscal year 2019. The County will render payment in that amount once the County receives an invoice from the Secretary.
3. **Term.** This Agreement will be effective on the date it is fully executed by both parties and will continue until June 30, 2019, unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
4. **Insurance.** All parties to this agreement are government entities. Neither entity is required to procure special insurance coverage for their obligations under this Agreement.
5. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards, and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes. Any action relating to this Agreement will be brought in a court in Maricopa County.
6. **Non-Discrimination.** The parties will not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin in the course of carrying out their duties under this Agreement. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this Agreement by reference.
7. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 C.F.R. Parts 35 and 36.
8. **Severability.** If any provision of this Agreement, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application.

9. **Conflict of Interest.** The requirements of A.R.S. § 38-511 apply to this Agreement. This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
10. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, every payment obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligations. If funds are not appropriated, allocated and available or if the appropriation is changed by the appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the affected party or any other affected agency of the County or State at the end of the period for which funds are available. No liability shall accrue to the affected party or any other affected agency of the County or State in the event this provision is exercised, and neither the affected party nor any other affected agency of the County or State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
11. **Recordkeeping.** Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the County shall produce the original of any or all such records at the offices of the Secretary.
12. **A.R.S. § 41-4401 Compliance - Immigration Laws and E-Verify Requirement.** The parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")
  - a. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the breaching party may be subject to penalties up to and including termination of the Agreement.
  - b. The Secretary retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this paragraph.
13. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement will be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

SOS ESS Cost-Sharing Agreement - Apache County  
FY19 Payment

14. **No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
15. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

**County:**

Edison J. Wauneka  
Apache County Recorder  
75 West Cleveland Street  
St. Johns, AZ 85936  
Phone: 928-337-7514  
Fax: 928-337-7676

**Secretary:**

Honorable Katie Hobbs  
Arizona Secretary of State  
1700 West Washington Street,  
Floor 7  
Phoenix AZ 85007-2808  
Phone: (602) 542-4285

*With copies to:*

**County Administrator**

Ryan N. Patterson  
P.O. Box 428  
St. Johns, AZ 85936

**Clerk of the Board**

Ryan N. Patterson  
P.O. Box 428  
St. Johns, AZ 85936

16. **No Indemnification.** Notwithstanding any provision of the Agreement to the contrary, the Secretary is not authorized to indemnify the County.
17. **Arbitration.** The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
18. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this Agreement. This Agreement may not be modified, amended, altered, or extended except through a written amendment signed by the parties.

//  
//

**THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS**

IN WITNESS WHEREOF, the parties execute this Agreement:

**APACHE COUNTY BOARD OF SUPERVISORS**

~~Alton Joe Shepherd, Chair~~  
Joe Shirley JR.

Date

ATTEST:

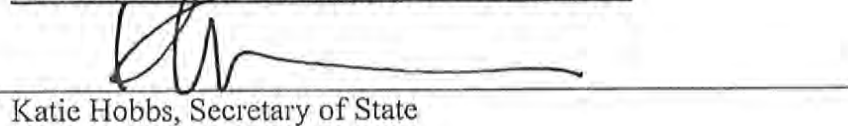
Ryan N. Patterson, Clerk of the Board of Supervisors

Date

APPROVED AS TO CONTENT:

  
Edison J. Wauneka, Apache County Recorder

**OFFICE OF THE SECRETARY OF STATE**

  
Katie Hobbs, Secretary of State

March 25, 2019  
Date

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Recorder's Office \_\_\_\_\_

Date/Signature: *Paul B. ...* *4/29/2019*

Describe in detail what you want to say to the Board and what action you want the Board to take:

Approve annual maintenance fee and agreement with the Arizona Secretary of State for our membership in ERIC (Electronic Registration Information Center). This system allows us to ensure voters are not registered multiple places. *Funds have been budgeted*

BOS Meeting Date Requested *5/7/2019*

PRE-AGENDA ITEM REVIEW

Legal Review: See Attached email

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature *Jacobs*

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials *PL*

## Bowen Udall

---

**From:** Joe Young  
**Sent:** Wednesday, April 17, 2019 9:47 AM  
**To:** Bowen Udall  
**Subject:** RE: VRAZII FY19 Invoice & Cost Sharing Agreement - Apache

I am ok with this document

**From:** Bowen Udall [mailto:budall@co.apache.az.us]  
**Sent:** Thursday, March 28, 2019 12:25 PM  
**To:** Joe Young <JYoung@apachelaw.net>  
**Subject:** FW: VRAZII FY19 Invoice & Cost Sharing Agreement - Apache

Hi Joe,

Can you give this agreement a once-over for approval so I can get it in front of the board?

Thanks,  
Bowen

**From:** Schnupp, Sarah <sschnupp@azsos.gov>  
**Sent:** Wednesday, March 27, 2019 4:32 PM  
**To:** Edison Wauneka <ewauneka@co.apache.az.us>  
**Subject:** VRAZII FY19 Invoice & Cost Sharing Agreement - Apache

Hello,

Please find your VRAZII fiscal year 19 invoice and cost sharing agreement attached. Once signed, the agreement can be returned directly to me.

Thank you.



Sarah Schnupp  
Chief Financial Officer  
Administration

Email: [sschnupp@azsos.gov](mailto:sschnupp@azsos.gov)  
Office: 602-542-6171

1700 W Washington St, Fl 7 | Phoenix, AZ | 85007

*This message and any messages in response to the sender of this message may be subject to a public records request.*

# Invoice

Date: April 26, 2019  
 Invoice Number: ERIC-2019.2-001.Revised



Arizona Secretary of State  
 1700 West Washington Street  
 7th Floor  
 Phoenix, Arizona 85007  
 602-542-8683

To: Apache County Recorder  
 Post Office Box 425  
 St. Johns, Arizona 85936

	Description		Total
	Annual Due 75% of Total Cost Quota Shared by 10/09/18 VR Stats  Annual Due 25% Total Cost Divided Equally Among Counties  FY2019 (01/01/2019-06/30/2019)		\$ 163.17  \$ 270.58
		Subtotal	\$ 433.75
		Sales Tax	-
		Total	\$ 433.75

Make all checks payable to **Arizona Secretary of State**  
 Remit to Arizona Secretary of State, HAVA Division

**Agreement**  
**between Apache County and the Office of the Secretary of State**  
**for Participation in the Electronic Registration Information Center (ERIC)**

This Agreement (“Agreement”) is entered into by and between Apache County, a body politic and corporate of the State of Arizona (“County”), on behalf of the Apache County Recorder (“County Recorder”), and the Office of the Secretary of State (“Secretary”).

**Recitals**

- A. The County and the Secretary may contract for services and enter into agreements with one another pursuant to A.R.S. § 11-201(A)(3).
- B. The Secretary and the County Recorder desire to jointly participate in the Electronic Registration Information Center (ERIC) in accordance with the ERIC Membership Implementation Plan, which is attached as Exhibit 1 and incorporated in full.

NOW, THEREFORE, the County and the Secretary, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

**Agreement**

- 1. **Purpose.** Secretary, on behalf of the County Recorders, became a member of ERIC, which is a multistate partnership that uses a secure data-matching tool to improve the accuracy and efficiency of state voter registration databases. Through participation in ERIC, the Secretary and the County Recorders can compare official data on eligible voters—such as voter and motor vehicle registrations, U.S. Postal Service addresses, and Social Security death records—to keep voter rolls more complete and up-to-date in accordance with their duties under the National Voter Registration Act of 1993 (“NVRA”). ERIC is owned, managed, and funded by participating states and was formed in 2012 with assistance from The Pew Charitable Trusts.
- 2. **Responsibilities of Secretary.**
  - a. Agree to ERIC’s Bylaws (including the ERIC Membership Agreement) which is attached as Exhibit 2.
  - b. Sign and return the ERIC Membership Agreement and pay the membership fee to allow Arizona’s participation to “go-live” by early 2018.
  - c. Act as the technical point of contact for transfer of data to and from ERIC, ensuring that all anonymized data will be transmitted through a secure SFTP site provided by ERIC.
  - d. Conduct an initial performance data pull to evaluate the effectiveness of the ERIC program over time.
  - e. Pay the initial annual dues to ERIC on or about March 15, 2018. In future years, the Secretary must pay the annual dues must be paid within 90 days of the invoice.

## SOS ERIC AGREEMENT-Apache County

- f. Provide a data pull from the statewide database and the MVD database to ERIC every 60 days.
- g. For the mailing referenced in Paragraph 3(a), request that ERIC supply a list of individuals who are eligible but not registered to vote (“EBUs”) to the State.
- h. Within 90 days after receiving the initial EBU list from ERIC in 2018, complete the initial EBU mailing no later than September 22, 2018 and send a written certification to ERIC no later than 10 days after that mailing deadline, confirming that the EBU mailing was timely completed. In future election cycles, confirm the County Recorders’ completion of subsequent EBU mailings by sending a written confirmation to ERIC no later than 10 days after the County Recorders’ mailing deadline, confirming that the EBU mailings were timely completed.
- i. Send five types of list maintenance reports to the County Recorder upon request, but at least once per year and according to the schedule jointly approved by all County Recorders.

### **3. Responsibilities of County Recorder.**

- a. In future election cycles after 2018, County Recorders must design, print, and mail a postcard to each EBU resident in their county before each federal general election and no later than 90 days after ERIC provides the EBU list to the Secretary. For all EBU mailings, an EBU postcard must contain uniform content, written in both English and Spanish, jointly drafted by the Secretary and all County Recorders, including a description of registration information and contact information for the County Recorder.
- b. The County Recorder must provide a written certification to the Secretary that the EBU mailing in the County was completed within the 90-day deadline.
- c. When the County Recorder receives the list maintenance reports from the Secretary, the County Recorder shall:
  - i. For the In-State Movers Report and the Cross-State Movers Report, send a mailing to the voters on the list, within 90 days of the Secretary receiving the list from ERIC, in accordance with the normal NVRA procedures pursuant to A.R.S. § 16-166(A) and track the results of the ERIC-generated mailings.
  - ii. For the In-State Duplicate Report and the Deceased Report, process these records as soft-matches as identified in the Elections Procedures Manual. No mailings are required for these reports.
  - iii. For the NCOA Report, send a mailing to voters on this list, which would constitute “Final Notices” under the NVRA pursuant to A.R.S. § 16-166(E), and change the voters’ status to “inactive” for voters who do not respond within 35 days of the date of the mailing.

SOS ERIC AGREEMENT-Apache County

4. **Term.** This Agreement will be effective on the date it is fully executed by both parties and will continue for a period of five (5) years unless terminated as provided herein. This Agreement may be modified or extended at any time by mutual written consent of the parties.
5. **Manner of Funding.**
  - a. **Annual Dues.** Arizona must pay annual dues for membership in ERIC. The amount of the annual dues for each state is set annually by the governing board of ERIC. Since Arizona is joining ERIC in the middle of fiscal year 2017-18, the initial membership dues will be prorated at \$18,028.84. The full year rate for membership in ERIC is expected not to exceed \$45,000 for Arizona's membership.
  - b. **Reimbursement to the Secretary.** The fifteen counties in Arizona will be responsible for reimbursing the Secretary for the payment of the annual dues. The division of the annual dues between the counties will be based on the following formula:
    - i. 25% of ERIC annual dues will be allocated equally between the fifteen counties;
    - ii. 75% of ERIC annual dues will be allocated according to each county's percentage of registered voters as of October 1st of the preceding year.

The amount due for each county will be promptly paid to the Secretary each year following the Secretary's invoice to the county.
  - c. **Initial Mailing of EBU Postcards.** The Secretary will pay 50% of the estimated cost for the initial 2018 EBU mailing using funds from an anticipated \$196,616 award of a PEW Charitable Trust Grant. The County, in proportion to the number of EBUs identified in the county, would contribute to the payment of the other 50% of the cost for the mailing. The Secretary reserves the right to cancel ERIC membership and terminate this Agreement in the event the Secretary does not receive the full PEW Charitable Trust Grant in the amount of \$196,616.
  - d. **Future Mailing of EBU Postcards.** The County Recorders will be responsible for conducting the EBU mailing in future election cycles.
6. **Insurance.** All parties to this agreement are government entities. Neither entity is required to procure special insurance coverage for their obligations under this Agreement.
7. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards, and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this

SOS ERIC AGREEMENT-Apache County

Agreement, and any disputes. Any action relating to this Agreement will be brought in a court in Maricopa County.

8. **Non-Discrimination.** The parties will not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin in the course of carrying out their duties under this Agreement. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this Agreement by reference.
9. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213), all applicable federal regulations under the Act, including 28 C.F.R. Parts 35 and 36, and any equivalent State accessibility requirements.
10. **Severability.** If any provision of this Agreement, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application.
11. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
12. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, and in accordance with A.R.S. § 35-154, this Agreement may be terminated if for any reason the Apache County Board of Supervisors or the Secretary does not receive sufficient appropriated monies for the purpose of maintaining this Agreement. In the event of such termination, the parties will have no further obligations under this Agreement other than for payment for services rendered prior to cancellation. No liability shall accrue to the Secretary or any other agency of the State of Arizona in the event this provision is exercised, and neither the Secretary nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Since unanimous county participation is a precondition for ERIC membership, such termination by the County may trigger the Secretary's withdrawal from the ERIC program.
13. **No Indemnification.** Notwithstanding any provision of the Agreement to the contrary, the Secretary is not authorized to indemnify the County.
14. **Legal Authority.** If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, will be null and void, and no

recovery may be had by either party against the other for lack of performance or otherwise.

15. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement will be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
16. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
17. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:	Secretary:
Honorable Edison J. Wauneka	Honorable Katie Hobbs
Apache County Recorder	Secretary of State
75 West Cleveland Street	1700 West Washington Street
St. Johns, AZ 85936	Floor 7
Phone: (928) 337-7514	Phoenix AZ 85007-2808
Fax: (928) 337-7676	Phone: (602) 542-4285

*With copies to:*  
Michael B. Whiting  
County Attorney

18. **Entire Agreement.** This document, any exhibits attached to it, constitute the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this Agreement. This Agreement may not be modified, amended, altered, or extended except through a written amendment signed by the parties.
19. **Records Retention.** Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit at reasonable

times. Upon request, the parties shall produce the original of any or all such records at the offices of the party.

20. **Compliance with A.R.S. § 41-4401, Immigration Laws and E-Verify.** The parties warrant compliance with all Federal immigration laws and regulations relating to employees, and further warrant with compliance with E-Verify requirements pursuant to A.R.S. § 23-214(A). A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, which may subject the breaching party to penalties up to and including termination of the Agreement.
21. **Choice of Law.** This Agreement shall be construed in accordance the laws of the State of Arizona.
22. **Dispute Resolution.** The parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
23. **Termination.** This Agreement may be terminated by either party with 30 days written notice. Since unanimous county participation is a precondition for ERIC membership, such termination may trigger Secretary's withdrawal from the ERIC program.

**THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS**

IN WITNESS WHEREOF, the parties execute this Agreement:

APACHE COUNTY BOARD OF SUPERVISORS

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
~~Alton Joe Shepherd, Chair~~  
Joe Shirley Jr.

\_\_\_\_\_  
Katie Hobbs, Secretary of State

April 17, 2019

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Ryan N. Patterson,  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Edison J. Wauneka, Apache County Recorder

The foregoing Agreement between the Office of the Secretary of State, Apache County and the Apache County Recorder has been reviewed by the undersigned, who have determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the undersigned.

Apache County and Apache County Recorder

\_\_\_\_\_  
Joseph Young, Deputy County Attorney

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Angela Romero/Election Department

Date/Signature: 4/25/19 Angela C. Romero

Describe in detail what you want to say to the Board and what action you want the Board to take:

- 1. Discussion and possible approval to conduct a "Ballot by Mail" Maintenance and Operation Budget Override election for the St. Johns Unified School District on November 5, 2019.

BOS Meeting Date Requested 5/7/19

**PRE-AGENDA ITEM REVIEW**

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: \_\_\_\_\_

Legal Review: Submitted to Attorney Joe Young

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Purchasing Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: Submitted to Doyle Shamley

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

**BOARD ACTION TAKEN**

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

Signature Clerk of Board \_\_\_\_\_

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Angela Romero/Election Department



Date/Signature: 4/25/19 Angela C. Romero

Describe in detail what you want to say to the Board and what action you want the Board to take:

- 1. Discussion and possible approval to conduct a "Ballot by Mail" Board Member election for the Concho Wastewater Improvement District on November 5, 2019.

BOS Meeting Date Requested 5/7/19

**PRE-AGENDA ITEM REVIEW**

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: \_\_\_\_\_

Legal Review: Submitted to Attorney Joe Young

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Purchasing Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: Submitted to Doyle Shamley

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



**BOARD ACTION TAKEN**

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

Signature Clerk of Board \_\_\_\_\_

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Angela Romero/Election Department

Date/Signature: 4/25/19 Angela C. Romero

Describe in detail what you want to say to the Board and what action you want the Board to take:

- 1. Discussion and possible approval to conduct a "Ballot by Mail" election for White Mountain Communities Special Health Care District on November 5, 2019 to re-authorize the authority to levy a secondary property tax.

BOS Meeting Date Requested 5/7/19

**PRE-AGENDA ITEM REVIEW**

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: \_\_\_\_\_

Legal Review: Submitted to Attorney Joe Young

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Purchasing Review: \_\_\_\_\_

Signature: \_\_\_\_\_


Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: Submitted to Doyle Shamley

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials 

**BOARD ACTION TAKEN**

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

Signature Clerk of Board \_\_\_\_\_

WHITE MOUNTAIN COMMUNITIES  
SPECIAL HEALTH CARE DISTRICT

---

P.O. BOX 2955  
ST. JOHNS, AZ 85936  
TELEPHONE: (928) 337-2014  
FAX: (928) 337-2114

EMAIL: [admin@whitemountainhealthdistrict.org](mailto:admin@whitemountainhealthdistrict.org)

April 24, 2019

Ms. Angela Romero  
Elections Director  
Apache County  
75 W. Cleveland St.  
St Johns, Arizona 85936

Mr. Ryan Patterson  
County Manager/Clerk of the Apache County Board of Supervisors  
Apache County  
P.O. Box 428  
St Johns, Arizona 85936

Certified Mail

Re: Call for Election – White Mountain Communities Special Health Care District

Dear Ms. Romero and Mr. Patterson:

In accordance with your request in our Meeting of April 3, 2019, the Health Care District verbally notified Ms. Romero of our intent to seek an Election Date of November 5, 2019. In an effort to provide the maximum amount of time for consideration of the issue, we are requesting the County Board of Supervisors approval at their May 7, 2019. The Board of the White Mountain Communities Special Health Care District has already approved a resolution of the Call for Election. In advance of the Board of Supervisors meeting, we would appreciate a response in advance if the Election Department can support a normal ballot election, or if we need to request a mail ballot election. Our resolution has been reviewed by Counsel for the Health Care District pursuant to and in compliance with Arizona Revised Statutes, ARS Title 48 Chapter 31, ARS 16-204, ARS-16-225, and ARS 16-558.

Given previous Board of Supervisors meeting have entailed considerable discussions of applicability of statutes, the Health Care District will be represented at the next meeting by myself accompanied by Counsel for the District in order to answer any questions the Board of Supervisors may have.

Should you have questions or need further information please call me at (928) 245-9369, or my e-mail is [jcampeau@frontiernet.net](mailto:jcampeau@frontiernet.net).

Thank you in advance for your assistance in this matter.

Sincerely,

Jerry W. Campeau  
Board Chairman White Mountain Communities Special Health Care District

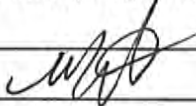
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

APACHE COUNTY BOARD OF SUPERVISORS

Submitter's Name: (Individual, Organization, or County Department)

District 3

Date/Signature: 4/25/19



Describe in detail what you/ want to say to the Board and what action you want the Board to take: /

Request discussion and possible approval to act as the fiscal agent for Concho Fire Department upon award of a grant through Gila River Indian Community. Letter of request and grant application attached.

//BOS Meeting Date Requested May 7, 2019

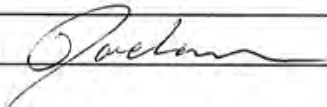
PRE-AGENDA ITEM REVIEW

Legal Review: \_\_

Signature

Finance Review: \_\_\_\_\_

Signature



Human Resources Review: \_\_\_\_\_

Signature

Other Review: \_\_\_\_\_

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



**CONCHO FIRE DISTRICT  
P.O. Box 538  
Concho, AZ 85924**

April 23, 2019

Apache County Board of Supervisors

Re: GILA River Grant

Dear Supervisors,

The Concho Fire Department, with Concho Fire Board approval, has applied for the GILA River grant for the 2019 grant cycle.

After submitting our grant application, I spoke to a GILA grant representative. We were informed that since Concho is an unincorporated town that if awarded the grant funds would need to pass through Apache County and then be distributed back to Concho Fire. We were told that Apache County has done such a pass through with other organizations in the past. GILA River asked that we contact the Board of Supervisors to obtain permission in advance of any grant award or distribution so that the process would be in place.

Please accept this letter as Concho Fire Department's request for Apache County to act as a pass through of any grant fund awarded to our organization in the GILA River 2019 grant cycle.

If this requires further clarification please feel free to contact me at (443)375-7382 or [jwood@conchofire.com](mailto:jwood@conchofire.com).

Sincerely yours,

*Jennifer L. Wood*

Jennifer L. Wood  
Administrative Assistant  
Concho Fire Department/Board

JLW/jlw

Encl. GILA River grant application



## Gila River Indian Community Grant Application Grant Cycle 2019

### Cover Sheet

Municipality Information	
1. Date of Application: 3/13/2019 (NOTE: Click or use up/down arrow keys to move among fields)	
2. Name of City, Town or County: Concho, Arizona, Apache County	
3. Mayor (City or Town) or Board of Supervisor's Chairman (County): Ken Blackburn (Fire District Chairman)	
4. Mailing Address: PO Box 538	
5. City: Concho	State: Arizona Zip Code: 85924
6. Acknowledgement of Submission by Authorized Municipality Representative: Typed Name/Title: Craig Schultz/Fire Chief Email Address: cschultz@conchofire.com Signature:	
Applicant Information	
7. Department/Organization Name: Concho Volunteer Fire Department	
8. Is this a 501c non-profit Organization? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, attach IRS Determination Letter	
9. Application Contact Person: Jennifer Wood Title: Administrative Assistant	
10. Phone Number: 928-337-2681-office 443-375-7382-cell	
11. Mailing Address: PO Box 538	
12. City: Concho	State: Arizona Zip Code: 85924
13. Email Address: jwood@conchofire.com	Website Address: conchofire.com
Project Information	
14. Project Name: SCBA replacement of units nearing end of life and requiring replacement per NFPA guidelines	
15. Purpose of Grant: Replace SCBAs that are almost at end of life, 15 years old-per NFPA guidelines, in order to keep our firefighter as safe as possible when entering life threatening fire environments.	
16. Priority Funding Area	Public Safety
17. Annual amount requested	\$187,702.40
18. Number of years that funding is requested	One
19. Total amount requested (annual amount x number of years)	\$187,702.40
20. Has your organization received past funding from GRIC? If yes, list each year and amount	No
21. Geographic area served	Rural community of approximately 5000 person in the White Mountain of Northern Arizona in Apache County

For Office Use Only:		
Data Entry	Receipt	Evaluation
Outcome <input type="checkbox"/> Approval Recommended/Amount \$		<input type="checkbox"/> Denial



## *Gila River Indian Community Grant Application Grant Cycle 2019*

### Narrative

Please structure your proposal to provide the following information in the order indicated. Provide the narrative in paragraph form in the text field provided. Please be thorough but strive for brevity.

1. Briefly describe the organization's history, mission and goals.

Concho Volunteer Fire Department (CVFD) is located in Concho, Arizona. CVFD serves a rural community of approximately 5000 persons in the White Mountains of Northern Arizona in Apache County. Our fire response area covers 700 square miles. The area we serve also sees a seasonal increase of approximately 1000 additional persons. The population ranges in age from 0-100.

The community is one of mixed structures and types-homes, businesses, churches, and our local school (stick built, modular and mobile). We provide EMS, Structural and Wildland Fire support and suppression.

We have 15 volunteer members and seven pieces of apparatus. These vehicles include one brush truck, one pumper/engine, three water support/pumpers, one rescue vehicle and one command/support vehicle.

We have been serving this community for almost 45 years and hope to be able to provide services for many years to come.

2. If the applying organization is non-municipal or a non-profit 501c, please describe your relationship with Arizona municipalities including past and present support, whether through partnerships, collaborations, in-kind contributions, grants, tax-based funding or other. Describe the supporting municipality's role in this project. If the applying organization is a municipality governmental sub-division please enter the text "Not applicable."

Non-applicable

3. Describe the proposed project and your plan to implement.

The project is to replace approximately 15 year old SCBA units and RIT/RIC rescuer with new units to be compliant with NFPA guideline. If our grant is funded we would purchase 25 SCBA units, 25 space bottles and one Rescuer with RIT/RIC.

4. Describe how the proposed project satisfies one or more of the priority funding areas identified by the Gila River Indian Community.

The safety of firefighters is the number one priority in the fire service because without the necessary personal protective equipment including the SCBAs their lives would be put in danger with immediate injury sustained or long term/life long damage possible. It has been found that firefighters should wear SCBAs



## *Gila River Indian Community Grant Application Grant Cycle 2019*

more than initially thought years ago. The proper use of SCBAs prevent the effects of the fire and its off gasses from being inhaled, possible carcinogenic exposure, and other health issues that have been linked to exposure without the use of SCBAs.

....Keeping our firefighter safe and healthy enables them to protect, serve, and keep safe the community we serve.

5. Identify the needs/problems to be addressed, target population and number of people to be served by the project.

The need for up to date SCBAs is paramount to firefighters to provide breathable air in an immediately dangerous to life or health atmosphere. All Personal Protective Equipment (PPE) has a life span and in order to keep firefighters safe they must be replaced as indicated by the NFPA (National Fire Prevention Association) guidelines. Additionally, the Rescuer RIT system allows a Rapid Intervention Team to attach the RIT connector to a downed fire fighter's facemask or buddy breather system to provide air.

The firefighters of our department are the immediate targeted population, but in the large overall picture this allows our firefighters and department to serve the population of our 700 square miles and the approximately 5000 persons located there.

6. List three proposed outcomes for this project to be accomplished during the grant term.

1. Purchase 25 SCBA unit and 1 Rescuer RIT/RIC unit
2. Train all personnel on new units
3. Replace all old SCBA units and Rescuer unit with new units to bring the SCBAs up to NFPA guidelines

7. Define the project as a new or continuing program. Has GRIC previously funded this project?

This would be a new project. GRIC has not previously funded this project.

8. Provide a brief timeline including start and finish dates. Indicate if the timeline is flexible.

The items could be purchased and delivered within 30 to 45 days, training started within 1-2 weeks of arrival and units in service within 45-60 days of receipt of the items.

9. Identify other organizations, partners or funders participating in the project and their roles.

There are no partners or funders participating in this project.



## *Gila River Indian Community Grant Application Grant Cycle 2019*

10. Would you be able to implement the proposed plan if your organization received partial funding for this project?

Our tax base and present funding would not allow us to purchase all 25 units if only partially funded. This would create a situation where we would have a mix of new and old units on our apparatus. This could potentially impact on our fire suppression due to the possibility that new and old units would not be interchangeable for use.

11. Describe your plan for project financial sustainability beyond the grant period. If this is a program/project previously funded by the Gila River Indian Community describe efforts made towards the previously described sustainability plan.

Concho Fire would maintain and service the units as required by NFPA guidelines for the "life" of the units.

12. Describe your plan to document progress and results.

The units would be purchased and their individual identification numbers recorded. This information along with all purchasing documents would be placed in our equipment file. Then training of personnel would be implemented through special onsite training to familiarize the firefighters with the new units. The new units would then be placed in service on our individual apparatus for use by our department's personnel.

13. Indicate any application to and/or awards made by a tribe other than the Gila River Indian Community for state shared revenues for this and any other project for the past five (5) years. If this information is included in a separate attachment, please indicate that here.

There are no other applications or awards by a tribe made to our organization within the past 5 years.



## Gila River Indian Community Grant Application Grant Cycle 2019

### Project Budget

Budget Period: 2019

For each budget item listed here please provide a narrative description on the following Project Budget Detail page.

Proposed Budget Expense (list each budget item)	Amount requested from GRIC	Amount requested or secured from other sources	In Kind contributions	Total Budget
1. 25 SCBA units	\$144,950.00	\$0	\$0	\$144,950.00
2. 1 Rescuer RIT/RIC	\$2,665.00	\$0	\$0	\$2,665.00.00
3. 25 Spare Bottles	\$23,750.00	\$0	\$0	\$23,750.00
4. Shipping and Handling	\$1,600.00	\$0	\$0	\$1,600.00
5. Sales Tax	\$14,737.40	\$0	\$0	\$14,737.40
6. Click here to enter text.	\$0	\$0	\$0	\$0
7. Click here to enter text.	\$0	\$0	\$0	\$0
8. Click here to enter text.	\$0	\$0	\$0	\$0
9. Click here to enter text.	\$0	\$0	\$0	\$0
10. Click here to enter text.	\$0	\$0	\$0	\$0
11. Click here to enter text.	\$0	\$0	\$0	\$0
12. Click here to enter text.	\$0	\$0	\$0	\$0
13. Click here to enter text.	\$0	\$0	\$0	\$0
14. Click here to enter text.	\$0	\$0	\$0	\$0
15. Click here to enter text.	\$0	\$0	\$0	\$0
<b>Total Budget</b>	<b>\$187,702.40</b>	<b>\$0</b>	<b>\$0</b>	<b>\$187,702.40</b>



## *Gila River Indian Community Grant Application Grant Cycle 2019*

### Project Budget Detail

Please provide a narrative description for each of the project budget items listed on the previous page. Include the dollar figure and how it was derived.

1. (25) SCBA-Certified NFPA 1981, 2013 Edition 4500 PSI, 45 Minute Carbon Fiber Cylinder Medium Face Mask w/AirSwitch DEV & Nomex Net In-Mask Heads-Up Display VAS w/ In-Mask Microphone PASS w/ Locator Lights Universal RIC Fitting & External Buddy Breather Chest Strap & Premium Facemask Storage Bag \$ 5,798.00 each x 25 =\$ 144,950.00

2. (1) Rescuer w/ RIT & RIC Combo Includes: True North RIT Bag, 60 Minute Carbon Fiber Cylinder, 6 Foot RIC Charging Hose, 6 Foot RIT Charging Hose to Star Manifold. Includes Viking Facemask Socket, BB Rectus Socket and BB Rectus Plu=-\$2665.00

3. (25) Spare Cylinder, 45-Minute, 4500 PSI Carbon Fiber- \$950.00 each x25 =\$25,950.00

4. Shipping and Handling= \$1600.00

5. Sales Tax =\$14,737.40

6. Click here to enter text.

7. Click here to enter text.

8. Click here to enter text.

9. Click here to enter text.

10. Click here to enter text.

11. Click here to enter text.

12. Click here to enter text.

13. Click here to enter text.

14. Click here to enter text.

15. Click here to enter text.

**Other explanation:** Click here to enter text.



2202 W. Lone Cactus Dr., Suite #5  
 Phoenix, AZ 85027  
 Ph: (623) 463-2235  
 Fax: (623) 463-2237

# Quotation # 7172

Bill To: Concho Fire District  
 P.O. Box 538  
 Concho, AZ 85924

Ship To: Concho Fire Department  
 c/o Craig Schultz  
 17 ACR 8625  
 Concho, AZ 85924-0538

Date	Terms	<i>All quotations valid for 30 days unless otherwise indicated.</i>	F.O.B.		Rep
1/28/2019	Net 30		Cadillac, MI		EJ
Part Number	Description		Qty	Cost	Total
DEL-30321314050BG	Avon Protection Deltair SCBA-Certified NFPA 1981, 2013 Edition 4500 PSI, 45 Minute Carbon Fiber Cylinder Medium Face Mask w/AirSwitch DEV & Nomex Net In-Mask Heads-Up Display VAS w/ In-Mask Microphone PASS w/ Locator Lights Universal RIC Fitting & External Buddy Breather Chest Strap & Premium Facemask Storage Bag		25	5,798.00	144,950.00T
224003	Spare Cylinder, 45-Minute, 4500 PSI Carbon Fiber		25	950.00	23,750.00T
H3030802GIJ	Rescuer w/ RIT & RIC Combo Includes: True North RIT Bag, 60 Minute Carbon Fiber Cylinder, 6 Foot RIC Charging Hose, 6 Foot RIT Charging Hose to Star Manifold. Includes Viking Facemask Socket, BB Rectus Socket and BB Rectus Plug		1	2,665.00	2,665.00T
Shipping	Shipping & Handling		1	1,600.00	1,600.00
NOTE: Pricing Valid until 12-31 19					

Shipping Charges are provided as an ESTIMATE ONLY. Actual S/H will be added to your invoice.

<b>Subtotal</b>	\$172,965.00
<b>Sales Tax (8.6%)</b>	\$14,737.40
<b>Total</b>	<b>\$187,702.40</b>



To accept quotation, sign here: \_\_\_\_\_  
 Your Purchase Order No. \_\_\_\_\_

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

2016/11/01 (1/1/11)

Submitter's Name: (Individual, Organization, or County Department)

District 3

Date/Signature: 4/25/19  /

Describe in detail what you/ want to say to the Board and what action you want the Board to take: /

Request discussion and possible approval of a letter of support to Town of Eagar on behalf of ATNI for their USDA Broadband grant submission.

//BOS Meeting Date Requested May 7, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_


Signature \_\_\_\_\_ /

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda. Board Clerk's Initials 



RYAN N. PATTERSON  
MANAGER-CLERK  
ST. JOHNS, AZ 85936

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

P.O. BOX 428  
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503  
FACSIMILE: (928) 337-2003

**JOE SHIRLEY, JR.**  
CHAIRMAN OF THE BOARD  
DISTRICT I  
P.O. Box 1952, Chinle, AZ 86503

**ALTON JOE SHEPHERD**  
MEMBER OF THE BOARD  
DISTRICT II  
P.O. Box 994, Ganado, AZ 86505

**TRAVIS SIMSHAUSER**  
VICE CHAIRMAN OF THE BOARD  
DISTRICT III  
P.O. Box 428, St. Johns, AZ 85936

May 7, 2019

Chad Rupe  
Acting Administrator  
United States Department of Agriculture  
Rural Utilities Service

USDA Rural Development  
Rural Utilities Service  
STOP 1510, Rm 5135  
1400 Independence Ave., SW  
Washington, DC 20250-1510

Dear Acting Administrator Rupe,

This letter is in support of the ATNI application last mile completion of broadband infrastructure within Apache County. We fully support the effort to obtain grant funding through the ReConnect grant application being submitted to the USDA Rural Utilities Service.

ATNI has plans for the development of broadband infrastructure outlay within Apache County. Apache County is one of the most economically disadvantaged counties in the nation. The County is proactive in seeking out industries that would be well suited to a rural location. Broadband service is essential to support these economic and educational opportunities in our region.

If you have any questions or need additional information, please contact our office.

Regards,

Dr. Joe Shirley, Jr.  
Chairman  
Apache County Board of Supervisors

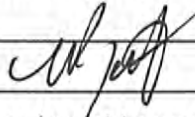
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

05/15/11/10/16/17/18/19

Submitter's Name: (Individual, Organization, or County Department)

District 3

Date/Signature: 4/25/19



Describe in detail what you/ want to say to the Board and what action you want the Board to take: /

Presentation by Paul Greer of Arizona Game and Fish to provide a brief update on the Mexican Grey Wolf.

//BOS Meeting Date Requested May 7, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_

Signature

Finance Review: \_\_\_\_\_

Signature

Human Resources Review: \_\_\_\_\_

Signature

Other Review: \_\_\_\_\_

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials





# Mexican Wolf Update

*Arizona Game and Fish Department*

*Paul Greer, Interagency Field Team Leader*

*May 7, 2019*





# What is the Interagency Field Team (IFT)?



- U.S. Fish and Wildlife Service (lead agency)
- Arizona Game and Fish Department
- White Mountain Apache Tribe
- U.S. Forest Service
- USDA-Wildlife Services

Purpose: Carry out day-to-day implementation of recovery and management under the 2015 Final 10j Rule and the 2017 Recovery Plan

Staff from each agency assigned to the IFT

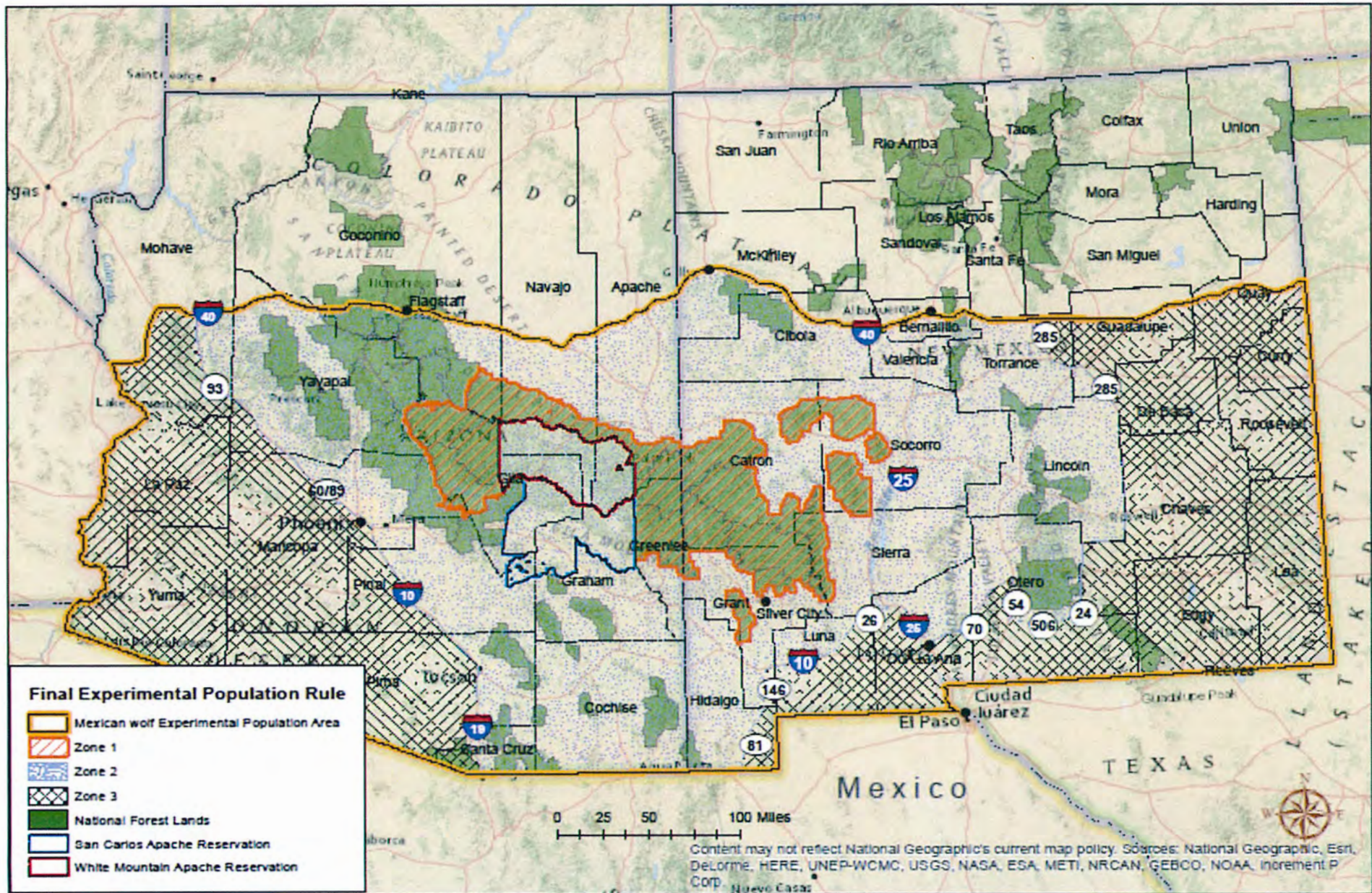


# 2017 Mexican Wolf Recovery Plan

- Developed by USFWS with input and collaboration from State wildlife agencies, USFS and Mexican biologists using best available science

## Several key acknowledgements:

- Recognition of I-40 in AZ and NM as appropriate northern boundary for recovery encompassing all of historic range
- Recognition of critical role Mexico plays in any recovery effort within the US
- Provides delisting and downlisting criteria for abundance and genetics
  - Delisting:
    - US – average of 320 wolves over 8 years
      - 22 wolves released from captivity surviving to breeding age
    - Mexico
      - average of 200 wolves over 8 years
      - 37 wolves released from captivity surviving to breeding age



# AZGFD IFT Priorities

1. Monitor wolf population and document expansion
2. Conduct end of year count
3. Mitigate wolf impacts to livestock producers with proactive management and information dissemination
4. Address genetic management through cross-fostering

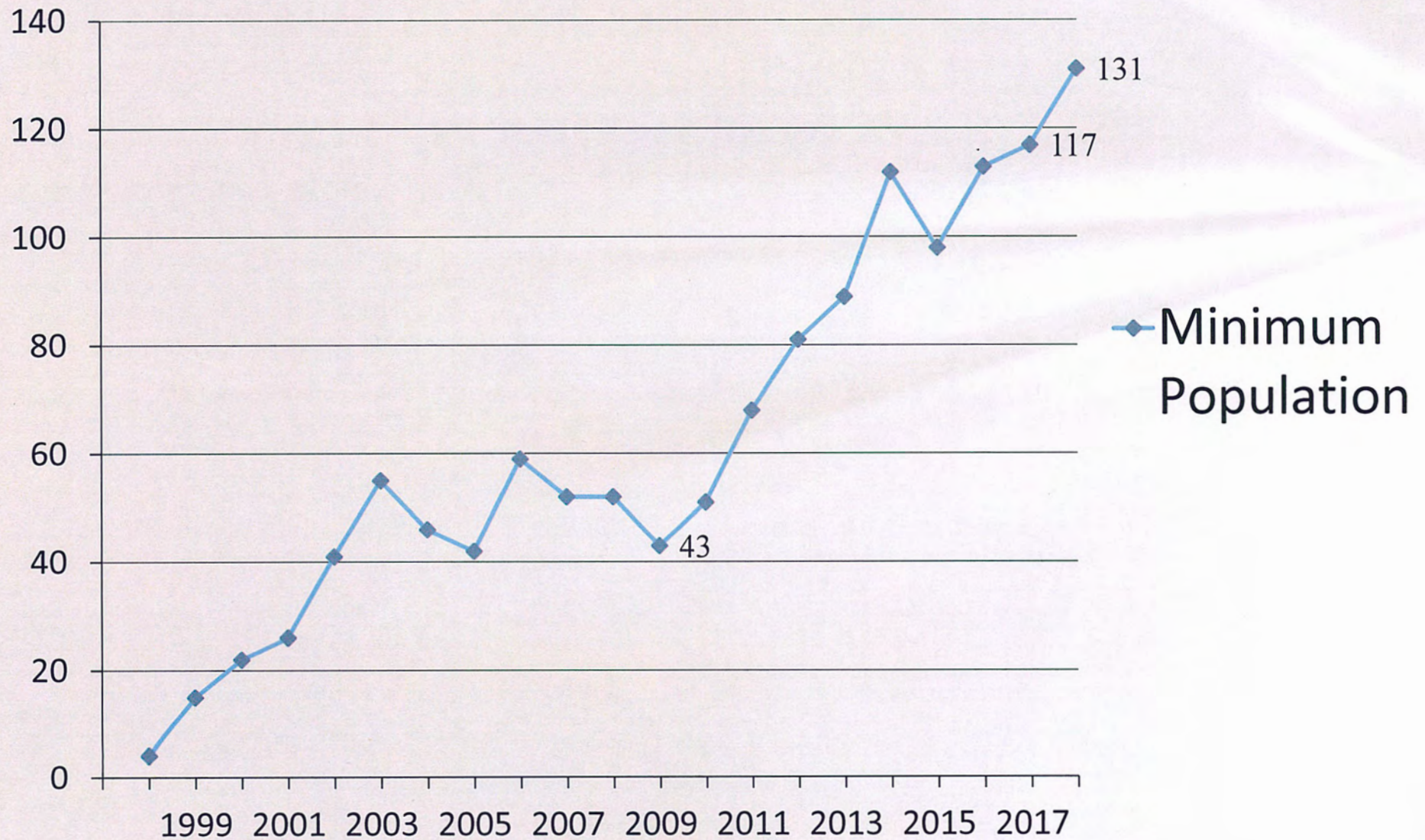


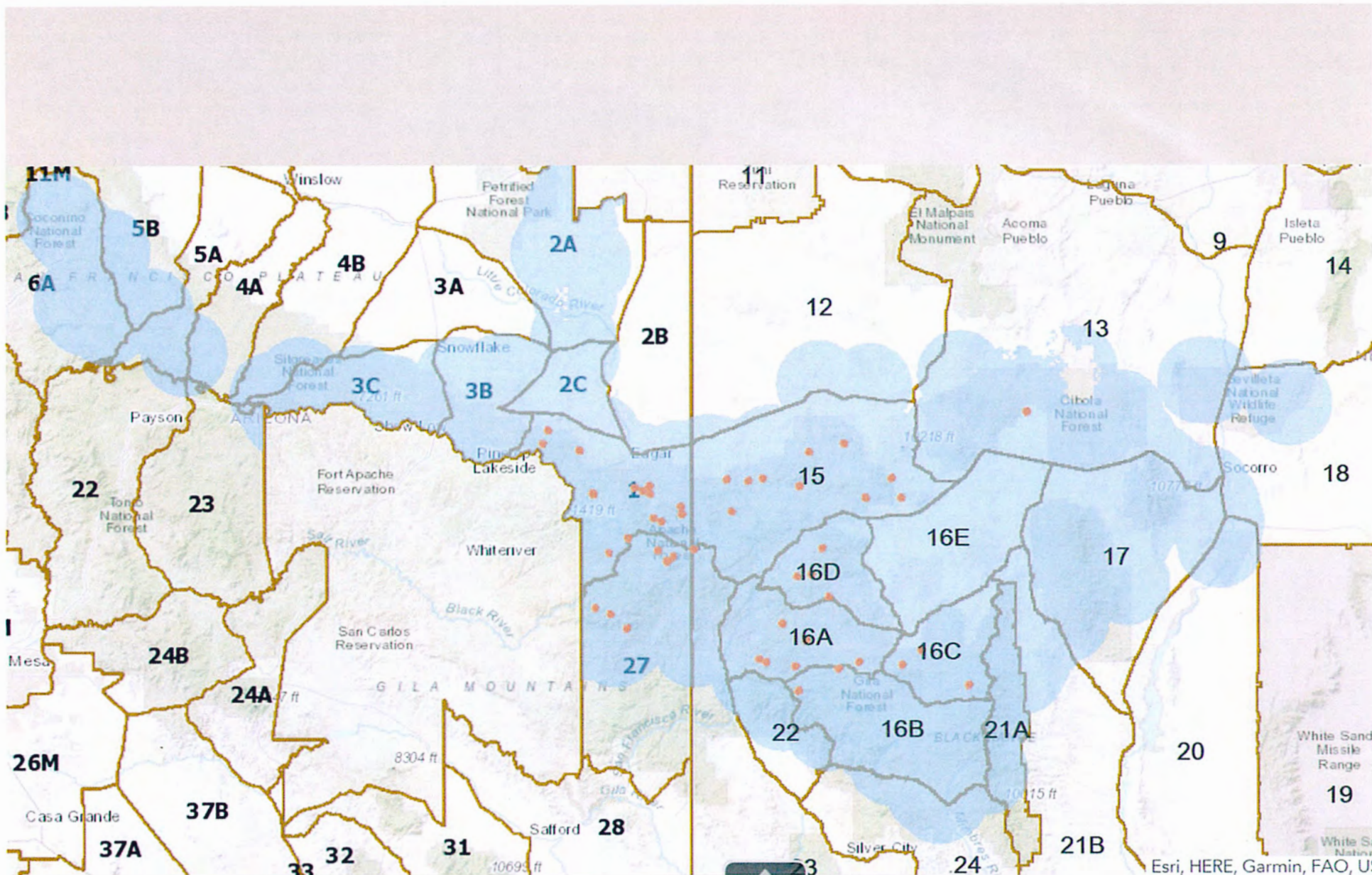


February 2019

# Mexican Wolves in the Wild

(end of year counts)

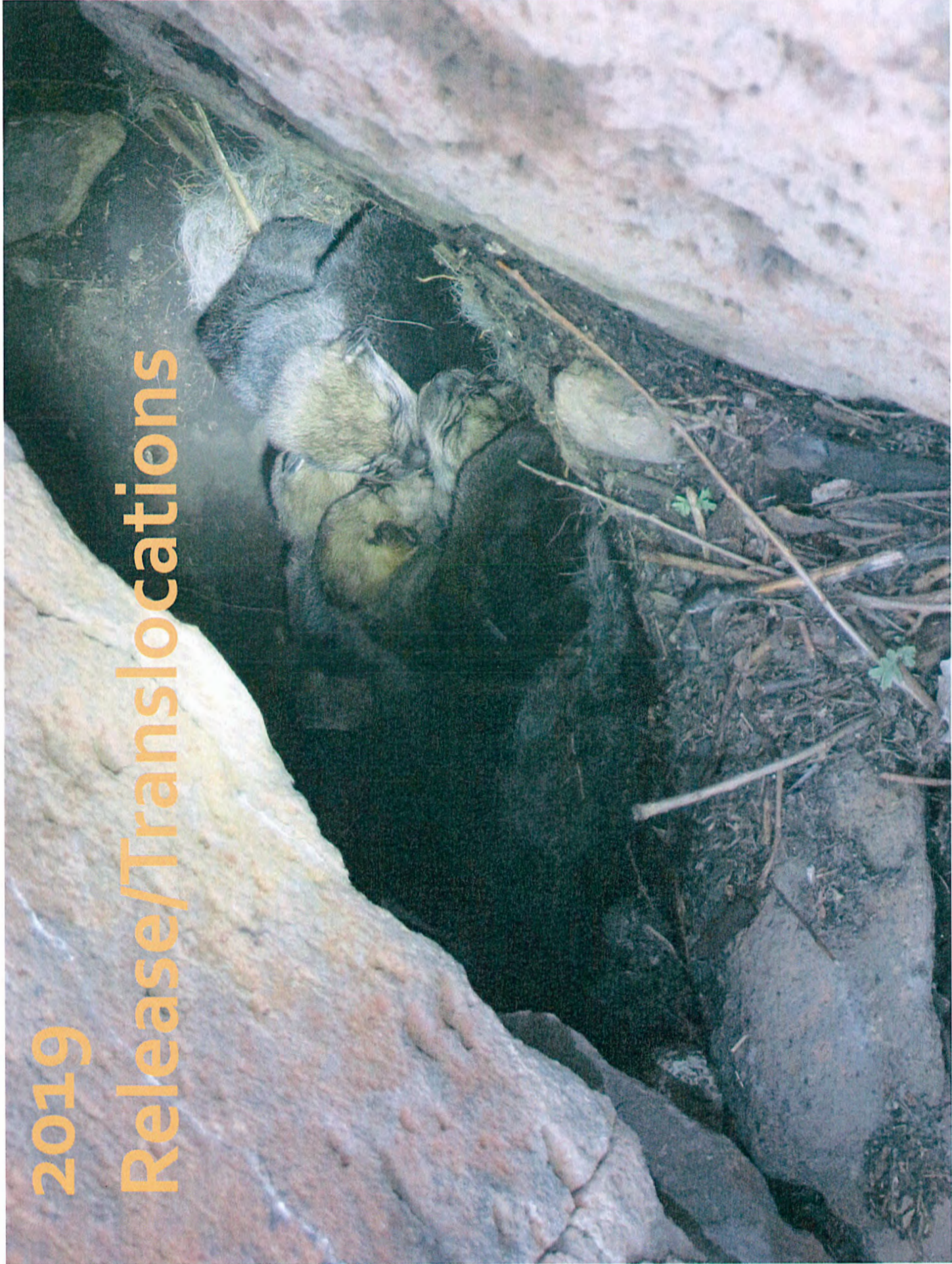




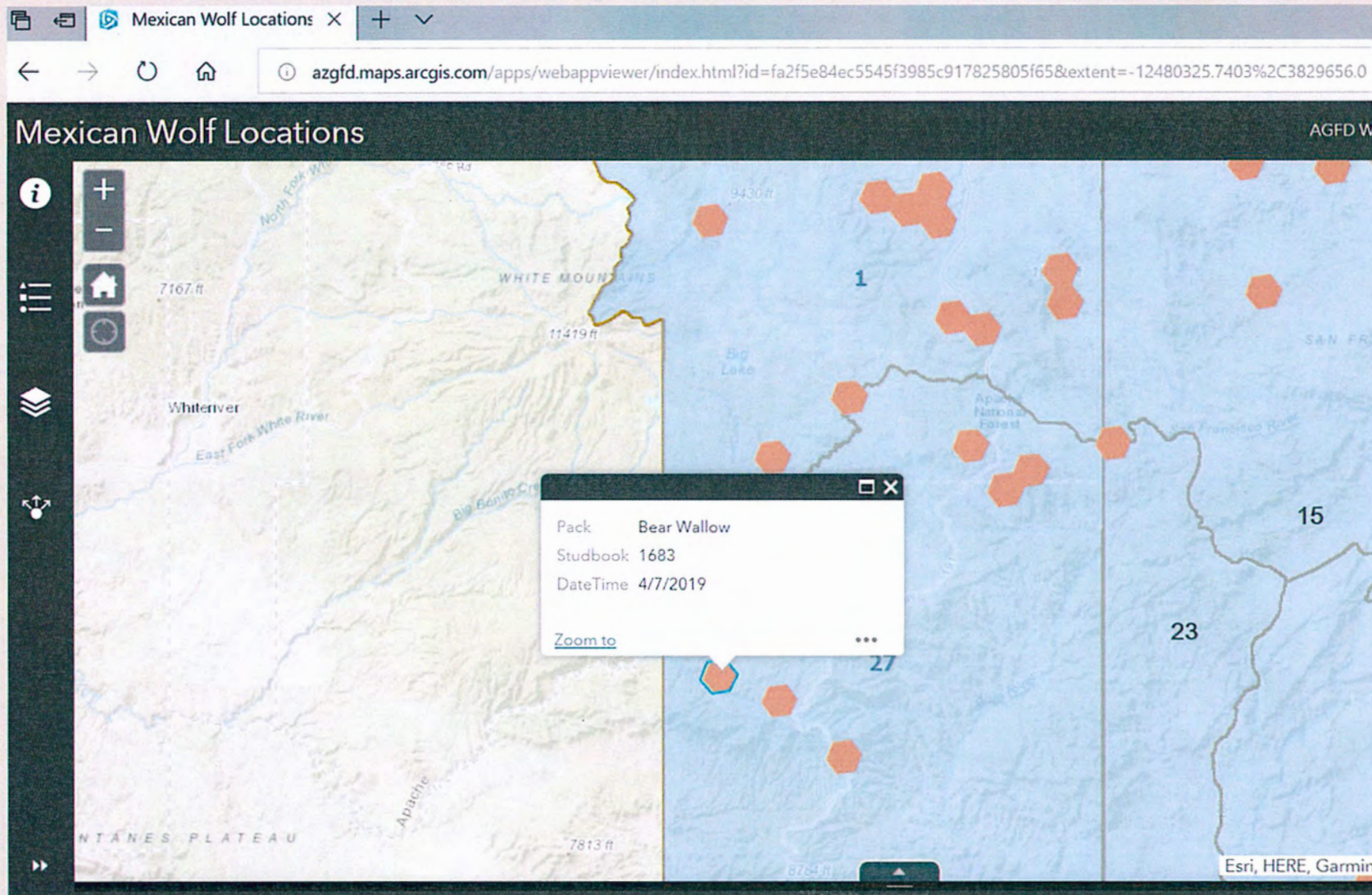
Esri, HERE, Garmin, FAO, US

2019

Release/Translocations



# Bi-Weekly Wolf Location Information



<http://arcg.is/0iGSGH>

# Mexican Wolf Monthly Updates



## Mexican Wolf Reintroduction Project Monthly Update

The following is a summary of Mexican Wolf Reintroduction Project (Project) activities in the Mexican Wolf Experimental Population Area (MWEPA) in Arizona, including the Fort Apache Indian Reservation (FAIR), San Carlos Apache Reservation (SCAR), and New Mexico. Additional Project information can be obtained by calling (928) 339-4329 or toll free at (888) 459-9653, or by visiting the Arizona Game and Fish Department website at [www.azgfd.gov/wolf](http://www.azgfd.gov/wolf) or by visiting the U.S. Fish and Wildlife Service website at [www.fws.gov/southwest/es/mexicanwolf](http://www.fws.gov/southwest/es/mexicanwolf). Past updates may be viewed on either website, or interested parties may sign up to receive this update electronically by visiting [www.azgfd.com](http://www.azgfd.com) and clicking **on E-news signup**. This update is a public document and information in it can be used for any purpose. The Project is a multi-agency cooperative effort among the Arizona Game and Fish Department (AGFD), USDA Forest Service (USFS), USDA-Animal and Plant Health Inspection Service, Wildlife Services (USDA-APHIS WS), U.S. Fish and Wildlife Service (USFWS) and the White Mountain Apache Tribe (WMAT).

**Paul Greer**

**jgreer@azgfd.gov**

**(928) 532-2352**

**TO REPORT A LIVESTOCK DEPREDATION, NUISANCE  
WOLF ACTIVITY OR A DEAD WOLF PLEASE CALL:**

**AZGFD Radio Room – (623) 236-7201**

**TO REPORT A SIGHTING OR REQUEST INFORMATION,  
PLEASE CALL:**

**Pinetop wolf office – (928) 532-2391**

**Alpine wolf office (USFWS) – (928) 339-4329**

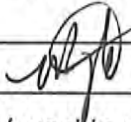
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

04/25/2019 10:00 AM

Submitter's Name: (Individual, Organization, or County Department)

District 3

Date/Signature: 4/25/19



Describe in detail what you/ want to say to the Board and what action you want the Board to take: /

Presentation by USFS' Springerville Ranger District to provide a fire season outlook.

//BOS Meeting Date Requested May 7, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_ /

Human Resources Review: \_\_\_\_\_


Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_




Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Engineering

Date/Signature:

4/29/19 

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of entering into an agreement between Apache County Engineering and HistoricStreetscapes Architecture PLLC for services at a cost of \$103,275.00, for the Lodge-Legacy Teen Center in Eagar, AZ.

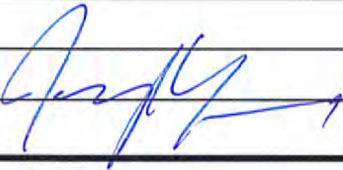
BOS Meeting Date Requested May 7, 2019

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PRE-AGENDA ITEM REVIEW

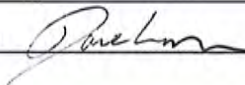
Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



 **AIA**<sup>®</sup> **Document B101™ – 2017**  
**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*  
Apache County Arizona  
PO Box 238  
St. Johns Arizona 85936

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
*(Name, legal status, address and other information)*  
HistoricStreetscapes PLLC  
1711 E Brown Road  
Mesa Arizona 85203

for the following Project:  
*(Name, location and detailed description)*  
Eagar Teen Recreation Center  
Eagar Arizona

Project is located on Apache County owned land in Eagar Arizona. The project will be located on a portion of block 17 of the Eagar Townsite at the SE corner of the intersection of 4th Avenue and Butler Street consisting of 3.48 acres. The project site size will be determined during programming.

The project will consist of approximately 6,000sf building and include a teen center, parking area, and outdoor retention areas are part of the project. Project must meet the requirements of the town of Eagar zoning ordinance.

The Owner and Architect agree as follows.

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## TABLE OF ARTICLES

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9	TERMINATION OR SUSPENSION
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Program shall be developed with the Apache county agencies that will be providing operations and maintenance for the completed project. The Superior court of Apache County will also provide program information and direction. Architect will also meet with Town of Eagar departments that may provide design direction. Program includes a multi-purpose building of approx 6100sf and associated parking and site work.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

All utilities are provided to the site by the Town of Eagar or Navopache electric services. The project will be a single structure or two separate structures to be determined during the design phase. Geotech reports will be provided by Western Tech Geotechnical services. The Architect will provide an overall conceptual development plan for the full 3.48 acre site as required by the County.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
(Provide total and, if known, a line item breakdown.)

Project budget will be established during the program phase. Courts receives approx \$500,000 per year towards this project and presently will have \$1,000,000 at the end of this fiscal year. Additional funding will be researched. The architect has advised the County and Courts that this project is presently estimated by the architect at \$185/sf or \$1,200,00. Final costs will be developed after selection of the Construction manager.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:  
Architect will complete the design phase 45 days after contract is signed.
  
- .2 Construction commencement date:  
This date will be supplied by the CM upon his selection.
  
- .3 Substantial Completion date or dates:
  
  
- .4 Other milestone dates:  
CM at risk to be selected within 60 days after contract is signed with architect.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Project will be constructed under the CM at risk delivery method. If construction is to be phased it will be determined after selection of the CM.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Architect will design the project to be as sustainable and energy efficient as the budget allows. No actual sustainable objective has been determined at this time.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address, and other contact information.)

Ferrin Crosby PE County Engineer  
PO Box 238  
St. Johns AZ  
email fcrosby@co.apache.az.us  
928-245-0930

Judge Michael Latham  
Superior court of Arizona  
St. Johns AZ  
mlatham@courts.az.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

Mike Torrison 602-769-1450 Torrison Consulting Program Manager  
Torrison Consulting  
2079 N 134th Street  
Goodyear AZ 85395  
mtorrison@torrisonconsultingllc.com

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:  
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Ronald L Peters AIA  
1711 E Brown Road  
Mesa AZ. 85203  
602-309-3524  
rlpeters@historicstreetscapes.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

EJM Engineering  
2454 E Southern Ave. Suite 110  
Mesa AZ 85204  
480-332-2869  
Erik Masitis PE

.2 Mechanical Engineer:

Applied Engineering  
2800 S Rural Road Suite 101  
Tempe AZ. 85282  
480-968-3070  
Greg Piraino PE

.3 Electrical Engineer:

Systems Engineering Inc.  
3322 S Mill Avenue  
Tempe AZ 85282  
Hamid Farhadi PE  
480-966-1111

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineers including survey Painted Sky Engineering and Survey 176 N Main St. Snowflake AZ 85937 Doug Brimhall 928-537-7218	Geo-Tech Western Technologies Design Tec Kitchen consultants Phoenix .
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§ 1.1.12 Other Initial Information on which the Agreement is based:

Architect will make 8 trips during the design process for programming, CM selection, Egar meetings and pre construction meetings. Architect will attend all CM meetings (location pending) for cost estimating review and design input meetings. Architect will attend one construction meeting per month over the duration of the construction phase but no more than 6 meetings.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's

sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$1,000,000) for each occurrence and two million (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than two million (\$2,000,000) each accident, two million (\$2,000,000) each employee, and (\$ ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One million (\$1,000,000) per claim and (\$2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

#### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the

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Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

## § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

## § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work

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completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect/Owner/Program Manager
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	NP
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	CM
§ 4.1.1.17 Post-occupancy evaluation	Program Manager/Architect
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Program Manager
§ 4.1.1.21 Telecommunications/data design	Program Manager/Owner/Architect
§ 4.1.1.22 Security evaluation and planning	Program Manager/Owner/Architect
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect for kitchen equipment
§ 4.1.1.29 Other services provided by specialty Consultants	Fire protection engineer as required for permit
§ 4.1.1.30 Other Supplemental Services	Owner

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
4.1.1.31 ALTA survey	Architect

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

The architect will work with the owner to develop a program of spaces for the facility. The architect shall provide a maximum of 2 concept designs for the site for owner approval on the site selected by the owner for this project in Eagar AZ. The architect will select and work with the civil engineer to provide services for the project for utilities, grading and drainage and horizontal controls. A landscape concept shall be provided by the Architect to meet the town of Eagars minimum requirements.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

The architect shall provide an ALTA survey of the site to show all topography, property corners and any site utilities for use on this project as a supplemental service. Any specialty consultants needed for this project such as security, telecommunications, or post occupancy evaluations will be coordinated and provided thru the counties appointed Program Manager Torrison Consulting.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect’s Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

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- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ( 12 ) visits to the site by the Architect during construction
- .3 ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead

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and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is

stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

NA

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

NA

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
*(Insert amount)*

One hundred and three thousand two hundred and seventy five and no/100 dollars. (\$103,275.00)

- .2 Percentage Basis  
*(Insert percentage value)*

\_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Owner's budget for the Cost of the Work,  
as calculated in accordance with Section 11.6.

- .3 Other  
*(Describe the method of compensation)*

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

All supplemental services have been included in the Stipulated Sum agreed to in this contract in 11.1 and they include civil engineering, site survey, geotechnical services, kitchen consultant and special structural services as determined by the town of Eagar code official. Fire protection engineering will be provided by the CM and defined as a deferred submittal on the building permit.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

hourly: See 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero \_\_\_\_\_ percent

( \_\_\_\_\_ -0- %), or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

Engineers additional services shall be compensated per their companies hrly rate schedules.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Procurement Phase	percent (	%)
Construction Phase	percent (	%)
<hr/>		
Total Basic Compensation	one hundred percent	(100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Architect	150.00
CADD tech	75.00
Project Architect	95.00
Engineers	\$110.00 - \$150.00
Engineer Techs.	\$115.00
Admin Services	\$50.00

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

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- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus -0- percent ( -0- %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of

(-0- ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of

(-0- ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid

Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.0 % over prime rate

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

The county has entered into a separate contract with Torrison Consulting to provide program management services for this project. Torrison will provide CA services during, negotiations with the CM and during construction phase thru final inspections. The architect will coordinate with Torrison Consulting throughout all the project phases. The County will provide fill materials for this project for building pads and parking areas. Placement by the CM.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this agreement.)*

AIA doc E203 is not part of this agreement.

- .3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

- .4 Other documents:


*(List other documents, if any, forming part of the Agreement.)*

AIA General conditions of the contract may or may not be used on this project. Apache County will make that decision after selection of the CM.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Ronald L Peters AIA President AZ firm #16268

\_\_\_\_\_  
(Printed name, title, and license number, if required)

Init.



Mr. Ferrin Crosby PE  
County Engineer  
P.O. Box 238 St. Johns AZ

April 22, 2019

RE: AE proposal for AC Teen Center Eagar AZ

Mr. Crosby

After meeting with you and Judge Latham at my offices in Mesa and discussing your approach to your space needs design, HistoricStreetscapes Architecture provides the following proposal for AE services. We will provide the following services for a new Teen Center of approximately 6100sf to be constructed on Apache County land in Eagar AZ. This proposal is based on the information provided by you and Judge Latham. We are also attaching a AIABIOI agreement.

Provide all Architectural and Engineering services per attached AIA contract. Develop the plans and details needed to do the design of a youth teen center of approximately 6100sf plus or minus as a recreation building (the Lodge). The architect will assist in obtaining the building permit from the Town of Eagar or Apache County. The architect will process the design thru County and Town of Eagar reviews. We will work with both Torrison Consulting and a to be selected CM. Construction phase services will include 12 trips during construction with additional trips hourly based on your need. All specification information will be on drawings. Survey will be provided by the architect as a supplemental service.

This proposal includes the architect providing as a supplemental service under this contract all civil engineering, Geotechnical, site survey and kitchen design services.

Travel and reimbursible services for 12 trips during construction are also included in the basic services. Also 5 trips during the design phase are included. Special structural inspections are included for 4 trips for this project.

The following is a breakdown for proposed fees:

Architectural services HistoricStreetscapes PLLC	\$ 64,447.00
HVAC/Plumbing Applied Engineering	\$ 6,950.00
Electrical design Systems Design Engineering	\$ 4,500.00
Structural Engineering EJM Engineers	\$ 6,500.00
Civil Engineering TBD Survey included in civil fee	\$ 8678.00
Geotech Engineering Western Technologies	\$ 5,700.00
Design Tec Kitchen Consultants	\$ 2,500.00
Special structural inspections (4 trips)	\$ 4,000.00
Total design fee	\$ 103,275.00

A B101-2017 Architect & Owner agreement is attached for your approval and signature.

Thank you for this opportunity to work with Apache County again. We are prepared to start immediately upon your notice to proceed.

Respectfully

Ronald L Peters AIA, AICP  
President, HistoricStreetscapes Architecture PLLC

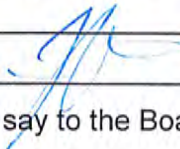


Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Engineering

Date/Signature: 4/29/19 

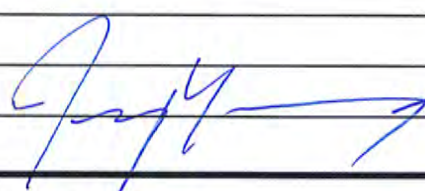
Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of an agreement between Apache County Engineering and Torrison Consulting LLC at a cost of, \$88,281.00, to represent the interests of Apache County from conception to completion of the Lodge-Legacy Teen Center in Eagar, AZ.

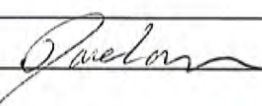
BOS Meeting Date Requested May 7, 2019

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature 

Finance Review: \_\_\_\_\_

Signature 

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials 



2079 N. 134<sup>th</sup> Avenue  
Goodyear, AZ 85395  
602-769-1450

April 17, 2019

Mr. Ferrin Crosby, P.E.  
Apache County Engineer  
P.O. Box 238  
St. Johns, Arizona

RE: Agreement between Apache County and Consultant for Legacy Teen Center, Eagar AZ

Dear Mr. Crosby:

Torrison Consulting LLC is dedicated to representing the best interest of Apache County, Arizona. We will work exclusively on your behalf to ensure your goals are defined and met according to your wishes and expectations. Torrison Consulting LLC with its Program Managers, Certified Construction Management Professionals, and Code Compliance officers, Architectural and Engineering associates are able to present to you a complete package from conception to completion of the project through your desired delivery system.

We believe that Torrison Consulting LLC offers more benefits to Apache County than any other firm can provide, which includes:

1. **We have the proper staff and resources** – our management team is available, capable and ready to provide Apache County with all required management services
2. **We have direct experience with city governments and their facilities** – all our team members have provided services from program and project management, architectural and engineering, construction, quality control, code compliance and closeout
3. **We can streamline the process and reduce expenditures** – Torrison Consulting LLC will utilize lessons learned on previous projects to reduce time delays, redundant and unnecessary pursuits, saving Apache County time and money

We are committed to providing unparalleled service and building an ongoing relationship with Apache County. Your project will receive our highest level of attention and will be a priority in assisting you and your staff in meeting your goals.

Sincerely,

A handwritten signature in blue ink that reads "Michael E. Torrison".

Michael E. Torrison  
MM, ICC, CCMRET, CSI, CDT



2079 N. 134<sup>th</sup> Avenue  
Goodyear, AZ 85395  
602-769-1450

April 17, 2019

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Apache County Engineer  
P.O. Box 238  
St. Johns, Arizona

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Sincerely,

A handwritten signature in blue ink that reads "Michael E. Torrison".

Michael E. Torrison  
MM, ICC, CCMRET, CSI, CDT

**AGREEMENT BETWEEN  
CONSULTANT AND APACHE COUNTY**

THIS AGREEMENT is made this day 07 of May, 2019, by and between Apache County (Owner) and Torrison Consulting LLC (Consultant), incorporated in the State of Arizona for services in connection with the Project hereinafter defined.

The Owner and Consultant agree as set forth below:

**ARTICLE 1  
THE CONSTRUCTION TEAM  
AND EXTENT OF AGREEMENT**

Consultant accepts the relationship of trust and confidence established between the Owner and him by this Agreement. He covenants with Owner to furnish to the best of his ability the skill and judgment and to cooperate with other Architect and or Engineer and other Design consultants or vendors in furthering the interests of the Owner. He agrees to furnish to the best of his ability the efficient business administration and superintendence and to use his efforts to complete the Project in the most expeditious and economical manner consistent with the interests and goals of the Owner, and will endeavor to perform all of his services to the reasonable satisfaction of the Owner. The Consultant will act as the principal agent for the Owner in all matters relating to the Project that are within his area of expertise and that are delegated to him as set forth in this Agreement.

**1.1 Definitions.**

- 1.1.1 The **"Project"** is the "Programming and Design of an Owner. Programming and construction designs will be consistent with the drawings dated April 13, 2015 as has been designed and approved by Owner.
- 1.1.2 The **"Project Unit"** is a particular facility that will be planned, programmed and designed under the Owner's Program that is the subject of this Agreement. A "Project Unit" includes all of the structures, facilities or improvements that may be constructed as part of the Project on the specified sites. Unless otherwise directed, in writing, by the Owner, the Consultant shall render services as set forth in this Agreement relative to each Project.
- 1.1.3 The term **"Day, Days"** shall mean a calendar day of 24 hours. The term days shall mean consecutive calendar days of 24 hours each or fraction thereof.
- 1.1.4 The **"Design Consultant"** means an architect, engineer, planner, landscape architect or other consultant with whom the Owner contracts to perform design services for a Project Unit.
- 1.1.5 The term **"Work"** shall be that part of the construction of the Project Unit in which a particular Contractor shall perform.

- 1.1.6 The term "**Construction Team**" means the Consultant, Program Manager, Project Manager, Owner, Architect/Engineers or Design Consultants who shall work together from the beginning of the design of the project Unit through the completion of construction. The Consultant shall provide necessary leadership to the Construction Team throughout the construction process in relations to the construction.
- 1.1.7 The term "**Consultant/Program Manager/Project Manager**" shall mean that person or persons who accepts the relationship and confidence established between him/her/firm and the Owner by this agreement.
- 1.1.8 The term "**Construction Observation**" shall mean a visit to the site at intervals appropriate to the stage of construction or as otherwise agreed to in writing by the Owner and the Consultant, in order to observe the progress and quality of the Work Completed by the Contractor. The Consultant shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them.
- 1.1.9 The term "**Certify**" shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Consultant.
- 1.1.10 The term "**Inspect, Inspection**" shall mean the visual observation of construction to permit the Consultant, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspection, the Consultant makes no guarantees for, and shall have no authority or control over the Contractor's performance or failure to perform the Work in accordance with the Contract Documents.
- 1.1.11 The term "**Extent of Agreement**" shall represent the entire agreement between the Owner and the Consultant and shall supersede all prior negotiations, representation or agreements. The Agreement shall not be superseded by any provisions of the construction documents and may be amended only by written agreement signed by both the Owner and the Consultant.
- 1.1.12 The term "**Record Documents**" shall mean the drawings prepared by the Architect/Engineer upon completion of construction based upon the drawings and other data furnished by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared using unverified information by others, neither the Consultant nor the Architect/Engineer makes no warranty of the accuracy or completeness of the drawings.
- 1.1.13 The term "**Cost Estimate**" shall mean a preliminary estimate of probably construction cost made by the Consultant. In providing cost estimates, it is recognized that neither the Owner nor the Consultant has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The cost estimate is based on the

Consultant's reasonable professional judgement and experience and does not constitute a warranty, express or implied, that the Contractor's bid or the negotiated price of the Work will not vary from the Owner's budget or from any opinion of probable cost prepared by the Consultant.

## **ARTICLE 2 CONSULTANT'S SERVICES**

- 2.1 Consultant will analyze and confirm with the Owner the overall objectives of the Owner's Program; confer with Owner regarding goals for Project budget, expenditures, and schedules; and identify Project design.

### **BASIC SERVICES FOR THE PROJECT UNITS**

The Basic Services of the Consultant for the Project are to assume the duty of identifying and coordinating administrative activities in conjunction with the Project, consistent with applicable laws and regulations, and to manage specific aspects of the Project from its conception to its completion within the Consultant will perform the following Basic Services under this Agreement:

The Basic Services consist of the Phases described below and any other services identified herein as Basic Services, all of which shall be performed to the reasonable satisfaction of the Owner.

#### **2.2 Pre-Design Phase**

- 2.2.1 Analyze and confirm in writing with Owner the overall objectives of the Project. Establish the project scope, budget, time schedules, environmental conditions and the basic systems to be utilized and the methods and procedures to be followed which links the task elements to the Construction Management Plan.
- 2.2.2 Develop a Project Procedures Manual which shall clearly define the responsibilities of the Project Team, levels of authority, and the systems, methods and procedures to be followed for project execution.
- 2.2.3 Establish a Management Information System that will keep the Project Team informed as to the overall status and forecast of the projects. Plan will address team member information needs, data sources and control elements for time and cost control functions, output measures and how the system is to be organized and implemented.
- 2.3.4 Review the Project goals and scope and recommend to the Owner a procurement method for design and construction.
- 2.2.5 Determine with the Owner's Team's input any governmental permits and approvals necessary for the Project and represent the Owners' interests. Direct the Design Consultant in applications and filings required on behalf of the Owner.
- 2.2.6 Develop and implement a procedure for the review, approval, processing and payment of applications for progress and final payments.

### **2.3 Design Phase**

2.3.1 The Consultant shall Administer and Coordinate the Design Contracts by scheduling and conducting meetings to communicate the Owner's desires and present all available information to the Architect/Engineer to facilitate the design process.

2.3.2 The Consultant shall assess the impact of scope changes on the Architect/Engineer's schedule and fee and provide the Owner with a preliminary estimate of the cost of scope revisions prior to their implementation.

Review the Architect/Engineer's progress to assure timely completion

Review the Architect/Engineer's payment request and submit appropriate Recommendations to the Owner

2.3.3 Develop a Master Schedule with input from the Owner's Team and Architect which shall address the schematic design, review periods, cost estimate preparation, value engineering and constructability reviews, design development, review period, agency review approvals and construction document preparation. Scheduling shall include a pre-bid which shall serve as a basis to record information from which the overall construction timeline shall be estimated.

2.3.4 Recommend to the Owner a method of procurement for Contractor selection, purchase of long lead items, methods of construction phasing taking into consideration time of performance, availability of labor, requirements for temporary facilities and trade jurisdictions.

2.3.5 Develop a Bidders List and Bidder Prequalification requirements which shall include client references, bonding capacity, insurance information, safety performance record, list of outstanding claims and lawsuits and a listing of firm shareholders and any convictions or pending convictions.

2.3.6 Develop a bid advertisement which shall include scope, schedule, bonding, pre-qualifications and any special Owner requirements.

2.3.7 Schedule and conduct a Pre-Bid conference and develop any Addenda which shall impact the Contractors bid or qualifications.

2.3.8 The Consultant shall assist the Owner in receipt of bids/interviews and shall prepare an analysis and make recommendations to the Owner along with the Architect/Engineer for award of Project in accordance with the Procurement Rules governing the Owner's selection processes.

### **2.4 Construction Phase**

2.4.1 Conduct a Pre-Award Meeting with the Owner, Architect and Contractor

2.4.2 Issue a Notice to Proceed to the Contractor

- 2.4.3 Monitor the Work of the Contractors and insure coordination of all their work with the Architect and Owner to ensure that the Owner's objectives of cost, time and quality goals are achieved.
- 2.4.4 Establish an on-site line of authority and organization that meets the overall established guidelines of the Construction Team.
- 2.4.5 Schedule and chair project progress meetings with the Contractor, Owner, and Architect where discussions of progress, delays, scheduling and problems can be discussed.
- 2.4.6 Determine if Contractor deficiencies such as adequate personnel, availability of materials and supplies will have an impact on the schedule and make recommendations for correction.
- 2.4.7 Develop a cash flow accounting record indicating expected costs, forecasts of modification to the overall cost and any exposures the Owner may have. Offer advice to the Owner, to the best of his ability, the impact of any additional cost involved.
- 2.4.8 Review and Process any change order requests by the contractor. Recommend to the Owner and Architect/Engineers the impact of such change orders having the Architect/Engineer review and make recommendations. Submit recommendations to the Owner and assist is negotiating said change orders.
- 2.4.9 Review contractors request for payment applications in coordination with the Architect/Engineer and process payment request to the Owner for payment.
- 2.4.10 Assist the Owner, if necessary, in the selection of Owner furnished consultants such as surveyor, testing laboratories and any special consultants and assist in coordinating their services.
- 2.4.11 Prepare and submit monthly progress reports to the Owner and Owner's Team which shall include the progress of the project, financial information, meeting minutes, pictures and any pertinent information.
- 2.4.12 Establish and implement procedures for the expediting of shop drawings and samples between the Architect, Owner and contractor. Assist in review of shop drawings.
- 2.4.13 In coordination with the Owner and applicable maintenance personnel Observe all systems are operational and functioning properly. Witness the training of Owner's personnel, by the Contractor, on the proper function, testing and maintenance of all equipment.
- 2.4.14 Collect and deliver to the Owner all warranties or guarantees, operation manuals and as built drawings supplied by the Contractor.

## **2.5 Post Construction Phase**

- 2.5.1 Schedule and coordinate all warranty expiration inspections with the Owner and Contractor and coordinate corrections with the Contractor.

## **2.6 Additional Services**

If requested by the Owner, Consultant will provide the following additional services upon written agreement between the Owner and Consultant, defining the extent of such additional services and the amount and manner in which Consultant will be compensated for such additional services.

- 2.6.1 Major, beyond preliminary, investigating, analyzing, or negotiating claims or disputes related to design or construction; preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.
- 2.6.2 Inspections of and services related to the Project after the termination or expiration of this Agreement.
- 2.6.3 Providing any other service not described in this Agreement.
- 2.6.4 Providing service not reasonably inferable from this Agreement as part of Basic Services.
- 2.6.5 Providing prolonged services for construction when, due to no fault of the Consultant, the construction time is delayed beyond the scheduled Final Completion date of the project.
- 2.6.6 Providing services or activities not included in the original scope of work.

### **ARTICLE 3 THE OWNER'S RESPONSIBILITIES**

- 3.1 The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by the Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.
- 3.2 The Owner will designate a representative who will be fully acquainted with the Project and will have authority to approve budgets and changes in the Project, subject to the approval of the Owner, and who will render decisions promptly, consistent with Project schedules, and furnish Project information expeditiously. The Owner's representative will be Mike Glover. The Owner will notify Consultant in writing if its representative is changed.

- 3.3 The Owner will furnish, with the assistance of Consultant, any necessary surveys describing the physical characteristics, soil reports and subsurface investigations, legal limitations, utility locations, legal descriptions, and other information found to be necessary for the Project and Project Units.
- 3.3 The services, information, surveys and reports required in this Article for the Project will be furnished with reasonable promptness at the Owner's expense.
- 3.5 If the Owner knows or becomes informed of any fault or defect in any of the Project or nonconformance with the Contract Documents, it will give prompt written notice thereof to Consultant.

#### **ARTICLE 4 PROJECT SCHEDULE**

##### **4.1 Project Unit Schedules.**

- 4.1.1 The Project is to obtain 'Substantial Completion' on the date established and 'Final Completion' with completion simultaneously of the Consultant's duties for each Project under this Agreement, except Consultant's warranty related duties and any other express exceptions noted herein or agreed to in writing by the parties.
- 4.1.2 At the time work commences on a Project, dates of Substantial Completion and Final Completion of the Project Unit shall be established.
- 4.1.3 The Date of Substantial Completion of a Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Drawings so the Owner may utilize the Project or designated portion thereof for the use for which it is intended.
- 4.1.4 The Date of Final Completion of a Project is the date 100% of the Work, noted in or reasonably inferable from the Project Contract Documents.
- 4.1.5 If the Consultant, through no fault of the Consultant or failure of the Consultant to fully perform under this Agreement, is delayed at any time in the progress of a Project by any act or neglect of the Owner, or by any of their employees, or by any separate contractor employed by the Owner, or by changes ordered in a Project, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Consultant's control, or by delay authorized by the Owner pending litigation, the Date of Substantial Completion and/or Final Completion shall be extended for a reasonable length of time.

**ARTICLE 5  
CONSULTANT'S FEE**

- 5.1 In consideration of the performance of the Basic Services described in this Agreement, the Owner agrees to pay Consultant as compensation a Consultant's Fee in the amount of \$ 88,281.00 (Eighty-eight thousand Two hundred eighty-one dollars)
- 5.2 Included in Consultants Fee are the salaries or other compensation and benefits of Consultant; all expenses such as travel, lodging, and meal expenses of Consultant's incurred in the performance of the Agreement.
- 5.3 Included in Consultant's Fee are general operating expenses of Consultant, including the costs of purchase or rental of any materials, supplies or equipment and storage and maintenance thereof, necessary to performance of the Agreement.
- 5.4 Included in the Consultant's Fee are the sub-consultant costs of: N/A
- 5.5 Consultant's fee includes the following tests and studies: N/A

**ARTICLE 6  
PAYMENTS TO THE CONSULTANT**

- 6.1 Invoices for professional services incurred will be submitted monthly to the Owner. Payment will be made no later than ten (10) days from the date of invoice. Should any invoice be in dispute, only that portion of the invoice in dispute may be held in abeyance until resolved. Consultant reserves the right to suspend or terminate services upon reasonable notice for the nonpayment of appropriate invoices.

**ARTICLE 7  
INDEMNITIES AND INSURANCE**

- 7.1.1 The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement, that of its sub-consultants or anyone for whom the Consultant is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors or consultants or anyone for whom the Owner is legally liable.

Neither the Owner nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- 7.1.2 The Owner will cause all Contractors to agree to indemnify the Owner and Consultant in any construction contracts in connection with the Project, to require all contractors of any tier to carry statutory Workman's Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Owner further agrees to require all contractors to have their CGL policies endorsed to name the Owner, the Consultant and its sub-consultants as Additional Insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Owner shall require all contractors to furnish to the Owner and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Owner shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Owner, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.
- 7.1.3 The Owner will cause the Contractor hold the Consultant harmless from all claims for bodily injury and property damage (other than property insured under this Article) that may arise from Contractors operations. Such provision will be in a form reasonably satisfactory to Consultant.
- 7.2 The Consultant will cause the Owner harmless for claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work the Consultant is performing.
- 7.2.1 The Consultant will cause the Owner harmless for claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.
- 7.2.2 The Consultant will hold harmless the Owner for any claims for damages because of bodily injury, or death of any person other than his employees.
- 7.2.3 The Consultant will hold harmless the Owner for any claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of any offense directly or indirectly related to the employment of such person by Consultant or (2) by any other person.
- 7.2.4 The Consultant will hold harmless the Owner for any claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use there from.
- 7.2.5 The Consultant will hold harmless the Owner for any claims for damages because of bodily injury or death.
- 7.3.1 The Owner will be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

**ARTICLE 8  
TERMINATION OF AGREEMENT**

- 8.1 This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination. Payment will be made by the Owner to Consultant for that undisputed portion of its fee due, as of the date of termination.
- 8.2 This Agreement may be terminated by the Owner upon at least thirty (30) days' written notice to Consultant in the event that the Project is permanently abandoned or funds are withdrawn or become unavailable, with payment made to Consultant for the balance of its fee due, less remaining expenses as of the date of termination.
- 8.3 The Agreement will be for the convenience of the Owner and, as such, may be terminated without cause by the Owner sixty days after receipt by Consultant of written notice by the Owner. Consultant will be paid all remaining fees, less remaining balance of expenses as of the date of termination.
- 8.4 In the event of termination not the fault of Consultant, Consultant will be compensated for all fees.
- 8.5 The parties hereto acknowledge the right of the Owner to terminate this agreement in accordance with the provisions of A.R.S. Section 38-511 in the event a person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Owner, at any time while the agreement or any extension of the agreement is in effect, is an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

**ARTICLE 9  
ASSIGNMENTS AND GOVERNNG LAW**

- 9.1 The terms and conditions of this Agreement will inure to the benefit of and be binding upon the personal representatives, successors in interest, assigns, and legal representatives of each party with respect to all provisions of this Agreement. No party will assign, sublet, transfer or convey its interests in this Agreement without the prior written consent of the other party.
- 9.2 Both parties fully represent that their signatures hereto fully bind themselves, their partners, successors, assigns, legal representatives and those other to whom the benefits of this Agreement inure, to the terms of this Agreement and that the signatories hereto have the appropriate authority by and which to bind the above.
- 9.3 This Agreement, and the rights and duties hereunder, will be interpreted in accordance with the internal laws of the State of Arizona without regard to conflicts of laws and principles.

- 9.4 Unless otherwise agreed to in writing, Consultant will continue to provide its services during any claims and controversies, and the Owner will continue to make payments to Consultant in accordance with this Agreement.

**ARTICLE 10**  
**MISCELLANEOUS PROVISIONS**

- 10.1 In the event it becomes necessary for either the Owner or Consultant to employ legal counsel or to bring an action at law or other proceeding to resolve a dispute or to enforce any of the terms, covenants or conditions of this Agreement, the prevailing party in any such action or proceeding will be entitled to recover from the other party its costs and expenses incurred, including reasonable attorneys' fees and fees of experts and outside consultants if retained or used in connection with the resolution of the dispute, costs of exhibit preparation, and court costs.
- 10.2 It is recognized and agreed by the parties hereto that all services provided by Consultant under this Agreement are for the sole benefit of the Owner and not for the benefit of any third party, and no party will be deemed a third-party beneficiary of this Agreement.
- 10.3 Consultant will, at all times, be an equal opportunity employer and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, or ethnic origin.
- 10.4 The Consultant shall be an independent contractor. Any provisions in the Agreement that may appear to give the Owner the right to direct the Consultant as to the details of accomplishing the work or services under this Agreement, or to exercise a measure of control over the work or services under this Agreement, means that the Consultant shall follow the wishes of the Owner as to the results of the work or services only.
- 10.5 The subject headings of this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any provisions of this Agreement.
- 10.6 The Owner and Consultant will exert all efforts to perform their respective responsibilities under this Agreement. However, neither party will hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other's employees and agents. In the event delays to the Project are encountered for any reason, all parties agree to undertake reasonable steps to mitigate the effect of such delays.
- 10.7 The Owner reserves the right to request in writing the replacement of any person employed by Consultant in connection with the Project.

- 10.8 All documents including, but not limited to, minutes, reports, drawings, tracings, estimates, field notes, investigations, analyses, and studies which are prepared in the performance of this Agreement, are to be and remain the property of the Owner and are to be delivered to the Owner upon the Owner's reasonable request.
- 10.9 Job Safety – Neither the professional activities of the Consultant, or the presence of the Consultant or its employees and sub-consultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limit to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety and warrants that this intent shall be carried out in the Owner's contract with the General Contractor. The Owner also agrees that the General Contractor shall defend and indemnify the Owner, the Consultant and the Consultant's sub-consultants. The Owner also agrees that the Owner, the Consultant and the Consultant's sub-consultants shall be made additional insureds under the General Contractor's policies of general liability insurance.
- 10.10 Rejection of Work – The Consultant shall have the authority, but not the Duty, to reject any Work that, in the judgement of the Consultant that does not conform to the Construction Documents. Neither this authority nor the Consultant's good-faith judgement to reject or not reject any Work shall subject the Consultant to any liability to or cause of action by the Contractor, subcontractors or any other suppliers or persons performing work on this project. Neither this authority nor the Consultant's good-faith judgement to reject or not reject any Work shall subject the Consultant to a duty or responsibility for site safety, construction means, methods or techniques, or to any liability to or cause of action by the Contractor, subcontractors or any other suppliers or persons performing work on this Project.
- 10.11 Standard of Care - In providing services under this Agreement, the Consultant shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by member of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Owner should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project.
- 10.12 Code Compliance - The Consultant shall put forth reasonable Professional efforts to comply with applicable laws, codes and Regulation's in effect as of the date of City of Coolidge ICC 2006.

Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Consultant shall notify the Owner of the nature and impact of such conflict.

- 10.13 Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for an incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with other involved in this Project.

#### **ARTICLE 11 NOTICES**

- 11.1 All notices and other communications required or permitted by this Agreement will be in writing and will be (1) delivered in person, or (2) sent by certified first class mail, return receipt requested, postage prepaid, or (3) by commercial or United States Postal Service delivery service, to the addresses set forth below or to such other addresses as the parties may hereafter designate by written notice. All such notices or other communications will be deemed delivered immediately if delivered in person, five days after deposit in United States Postal Service first class mail if mailed, on the following business day if sent by overnight delivery service, and when received by facsimile transmission during the normal business hours of the recipient.
- If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party will mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

(Owner rep): Ferrin Crosby

Consultant: Torrison Consulting LLC

**ARTICLE 12  
DISPUTE AVOIDANCE AND RESOLUTION**

- 12.1 If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will be self-administered and be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org, unless other procedures are agreed upon by the Parties.
- 12.2 Each party agrees to bear its own fees and costs in mediation.
- 12.3 The Parties agree to encourage participation in mediation by all relevant Parties. The Parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation.
- 12.4 This section does not constitute a waiver of the Parties' right to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above, which has been authorized at a legally convened meeting of the Apache County Board of Supervisors.

BY: \_\_\_\_\_ Dr. Joe Shirley Jr.  
OWNER PRINTED NAME

TITLE: Chairman of the Board of Supervisors DATE: \_\_\_\_\_

CONSULTANT: Torrison Consulting LLC

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## Ferrin Crosby

---

**From:** Michael Torrison <mtorrison@torrisonconsultingllc.com>  
**Sent:** Wednesday, April 24, 2019 8:12 AM  
**To:** Ferrin Crosby  
**Subject:** RE: Expense calculations

Here is the breakdown:

Calculations were based on a total of 16 months with two visits per month – Calculated at 3 months for preconstruction (which would amount to more than 6 visits; three visits to St. Johns for Preproposal meeting; receipt of proposals; interviews; meetings with architect and contractor etc.; review of quotes and drawings etc.) – 12 months of construction – 1 month for post construction (assembling all submittals/paperwork/final inspections etc.)

Travel time and inspection time which is based on port to port takes 12 hours (actually takes longer but I cut it down) – 10 hours driving time plus two hours inspection – most months are billed at 24 hours – winter months I have calculated 36 hours for 4 months; I did not calculate anything in for Hotels if I had to stay in winter or any meals– 1 month (#16) is calculated at 12 hours (see above)

Insurance - \$150 per month

Admin Expenses – \$25 dollars per month (Reports/Reproductions/Postage/Paper/etc.)

Preparation of Monthly Reports - \$50 per month (admin overhead/bookkeeping – actually takes more than that when considering the time spent)

Cell Phone - \$50 per month

Mileage – Federal Rate of .58/mile (total 18,010 miles for the project – equates to \$10,446 if directly to Eagar and back)

Questions, let me know

**From:** Ferrin Crosby <cfcros@co.apache.az.us>  
**Sent:** Wednesday, April 24, 2019 7:41 AM  
**To:** Michael Torrison <mtorrison@torrisonconsultingllc.com>  
**Subject:** RE:

Mike,

Judge Latham was a little taken back by your proposed fee. I told him I would ask you for perhaps a better justification of the value.

I think it would help to let us know how often you would be on site and perhaps spell out or list all the things you are doing for us and for how long. I.e. for 6 months or for a year is a big difference.

Please remember we don't do this very often so your fee could be totally customary and reasonable, please help us see that.

Thanks Mike,

Ferrin

**From:** Michael Torrison <mtorrison@torrisonconsultingllc.com>  
**Sent:** Monday, April 22, 2019 4:47 PM

**To:** Ferrin Crosby <[cfcros@co.apache.us](mailto:cfcros@co.apache.apache.us)>

**Subject:** Re:

Thank you

Sent from my iPhone

On Apr 22, 2019, at 4:27 PM, Ferrin Crosby <[cfcros@co.apache.us](mailto:cfcros@co.apache.us)> wrote:

consultant

<20190422164016352.pdf>

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Engineering \_\_\_\_\_

Date/Signature: \_\_\_\_\_

Describe in detail what you want to say to the Board and what action you want the Board to take:

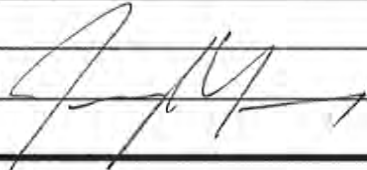
Discussion and possible action to extend the limestone contract  
with Salt River Project through June 4, 2019.

BOS Meeting Date Requested May 7, 2019

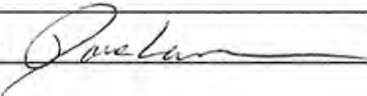
---

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature  \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature  \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials  \_\_\_\_\_



CONTRACT 999

Salt River Project
PO BOX 52025
Phoenix, AZ 85072-2025

Table with contract details: Contract ID (999), Contract Date (10/24/2014), Contract Timeframe (04/25/2019 to 06/04/2019), Description (LIMESTONE 3/4 MINUS), Contract Max Amount (\$ 1,574,220.00), Currency (USD), Payment Terms (Payable immediately), Incoterms (Destination Allowed), Buyer (Dewitt, Jesse), Phone (928-337-5576), E-Mail (Jesse.Dewitt@srpnet.com)

Vendor: 1017709
APACHE COUNTY
SHERIFFS OFFICE
PO Box 518
SAINT JOHNS AZ 85936-0518
Vendor Fax no: 1-928-337-2709
Vendor Tel no :

SRP CONTACT: JIM WOOD 928.337.5506\*\*

THIS IS A FIVE (5)-YEAR CONTRACT FOR THE PURCHASE OF LIMESTONE FROM THE APACHE COUNTY QUARRY AND WILL EXPIRE DECEMBER 31, 2013.\*

SRP AGREES TO PURCHASE A MINIMUM AMOUNT OF 1,100 TONS PER MONTH. SRP MAY ELECT TO PURCHASE UP TO 2,700 TONS PER MONTH.\*

THIS CONTRACT IS SUBJECT TO CANCELLATION BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE. SALT RIVER PROJECT WILL NOT BE HELD LIABLE FOR ANY CANCELLATION CHARGES OR PENALTIES.\*

LOADING AND WEIGHING OF THE LIMESTONE IS THE RESPONSIBILITY OF SRP, OR SUBSEQUENT VENDOR AWARDED A CONTRACT FOR DELIVERY.\*

ALL LIMESTONE WILL BE 3/4 INCH MINUS WITH MIN 92% CALCIUM CARBONATE\*

THE CONTRACT MAXIMUM DOLLAR AMOUNT NOTED IN THE CONTRACT IS BUDGETARY ONLY. ACTUAL PAYOUTS WILL BE AS REQUIRED.

Revision #1 - Issued to increase the contract by \$688,220.00 to accommodate the increased usage of Limestone as a result of the two new WFGD Absorbers, to correct the contract expiration date to 12/31/2013, and to add language stating that the dollar amount on the contract is budgetary only.\*\*

Original Contract Amount = \$475,000.00\*\*
Increase from Revision #1 = \$688,220.00\*\*
New Contract Total = \$1,163,220.00\*
Approved by Mike Hummel - 3/6/2012 - JKD.
1/28/2014 - Change Order issued to increase the PO Dollar Amount by \$60,000.00 and extend the contract completion date to 2/28/2014. - JKD

4/30/2014 - Change Order issued to add \$1,250,000 to Contract #999 and extend it out by 5 years. The new Contract total dollar amount will be \$1,574,220 and will expire on 2/28/2019. - JKD

Table with 4 columns: Item, Material/Service Description, UoM, Contract Base Price. Row 1: 2, Item Description : LIMESTONE - MIN 92% CALCIUM CA LIMESTONE - MIN 92% CALCIUM CARBONATE, 3/4" MINUS, TON, 10.00

The following documents (all of which, together with this Contract, are collectively referred to herein as the "Contract Documents") are incorporated into and made a part of this Purchase Order:\*

\* SRP's General Terms and Conditions for Goods \*\*

Seller must sign and return a copy of this Purchase Order to the Authorized Purchasing Agent listed below.\*
If Seller delivers the goods to Buyer, but Seller fails to sign and return a copy of this Purchase Order to Buyer, Seller shall be deemed to have accepted all of the terms and conditions of the Contract Documents. If Seller submits a counteroffer or any deviations from or exceptions to the Contract Documents, then Seller shall not deliver the goods unless and until the counteroffer, deviations or exceptions have been agreed to in writing by Buyer. If Seller delivers the goods to Buyer without Buyer's written agreement to the counteroffer, deviations or exceptions, Seller shall be deemed to have accepted all of the terms and conditions of the Contract Documents.\*

\*\*\*\*\*

Please sign below and return to the buyer identified on the Purchase Order. Your signature will be deemed acceptance of the Contract Documents and their terms and conditions.\*
I hereby accept and acknowledge this Purchase Order and the



CONTRACT 999

Salt River Project  
PO BOX 52025  
Phoenix, AZ 85072-2025

terms and conditions of the Contract Documents.\*\*

\*\*  
Date: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_\*\*

\*\*  
\*\*\*\*\*

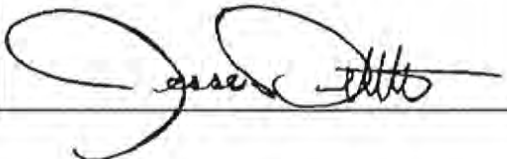
**ACKNOWLEDGEMENT:**

I hereby accept and acknowledge this Contract and the terms and conditions of the Contract Documents.

Date: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

Buyer Signature:



Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

ENGINEERING

Date/Signature 4/29/19

Describe in detail what you want to say to the Board and what action you want the Board to take:

DISCUSSION AND POSSIBLE APPROVAL TO AWARD BID # 201905 FOR CONTRACT TRUCKING.

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: \_\_\_\_\_

Legal Review: \_\_\_\_\_

Signature 

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



*Office of  
Apache County Engineer  
P.O. Box 238, St. Johns, AZ 85936  
[fcrosby@co.apache.az.us](mailto:fcrosby@co.apache.az.us)*

J. Ferrin Crosby, P.E.  
County Engineer

Telephone: 928.337.7528  
Facsimile: 928.337.2062

April 30, 2019

TO THE BOARD OF SUPERVISORS:

Enclosed is the bid tabulation for Bid # 201905 (contract trucking)

See attached

It is the recommendation of the Engineer's Office to award Bid # 201905 to all vendors based on price and availability.

Thank you,

Dale Hauser  
Engineering Department



BID SPECIFICATIONS

SEALED BIDS ARE BEING SOLICITED BY APACHE COUNTY FOR CONTRACT TRUCKING TO BE EXECUTED FROM TIME TO TIME AS NEEDED DURING THE COURSE OF THE FISCAL YEAR ENDING JUNE 30, 2020.

DISTRICT I

DELIVERY LOCATION	0-50 MILES COST/HOUR	50-100 MILES COST/LOADED MILE	100+ MILES COST/LOADED MILE
TEEC NOS POS	95.00	\$4.00 per mile	4.00 per mile
CHINLE AREA	95.00	\$4.00 per mile	4.00 per mile

From our yard 95.00 per hour

DISTRICT II

DELIVERY LOCATION	0-50 MILES COST/HOUR	50-100 MILES COST/LOADED MILE	100+ MILES COST/LOADED MILE
GANADO AREA	95.00	\$4.00 per mile	\$4.00 per mile
FT DEFIANCE AREA	95.00	4.00 per mile	\$4.00 per mile
WHEATFIELDS AREA	95.00	4.00 per mile	4.00 per mile

From our yard 95.00 per hour

DISTRICT III

DELIVERY LOCATION	0-50 MILES COST/HOUR	50-100 MILES COST/LOADED MILE	100+ MILES COST/LOADED MILE
EAGER AREA	95.00	7.00	4.75
ST JOHNS AREA	95.00	7.00	4.75
CHAMBERS AREA	95.00	7.00	4.75

From yard 95.00 per hour

BID SPECIFICATIONS

SEALED BIDS ARE BEING SOLICITED BY APACHE COUNTY FOR CONTRACT TRUCKING TO BE EXECUTED FROM TIME TO TIME AS NEEDED DURING THE COURSE OF THE FISCAL YEAR ENDING JUNE 30, 2020.

DISTRICT I

DELIVERY LOCATION	0-50 MILES COST/HOUR	50-100 MILES COST/LOADED MILE	100+ MILES COST/LOADED MILE
TEEC NOS POS			
CHINLE AREA			

DISTRICT II

DELIVERY LOCATION	0-50 MILES COST/HOUR	50-100 MILES COST/LOADED MILE	100+ MILES COST/LOADED MILE
GANADO AREA			
FT DEFIANCE AREA			
WHEATFIELDS AREA			

DISTRICT III

DELIVERY LOCATION	0-50 MILES COST/HOUR	50-100 MILES COST/LOADED MILE	100+ MILES COST/LOADED MILE
EAGER AREA	\$95.00/Hour	\$3.80/Mile	\$4.20/Mile
ST JOHNS AREA	\$95.00/Hour	\$3.80/Mile	\$4.20/Mile
CHAMBERS AREA	\$95.00/Hour	\$3.80/Mile	\$4.20/Mile

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Attorney \_\_\_\_\_

Date/Signature: \_\_\_\_\_

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of an Engagement to Represent between Apache County and Fennemore Craig, P.C., Theodora Oringer, P.C., and Andrews & Thornton to represent Apache County in the civil suit against those legally responsible for the wrongful manufacture and distribution of prescribed opiates and damages caused.

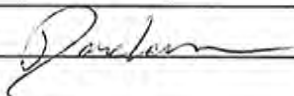
BOS Meeting Date Requested 5/7/19

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature  \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials 

## ENGAGEMENT TO REPRESENT

RE: APACHE COUNTY, ARIZONA in civil suit against those legally responsible for the wrongful manufacture and distribution of prescription opiates and damages caused thereby (the "Litigation").

1. SCOPE OF EMPLOYMENT: **APACHE COUNTY, ARIZONA** (hereinafter "CLIENT"), by and through its City Council, hereby retains the law firms of FENNEMORE CRAIG, P.C., pursuant to the Arizona Rules of Professional Conduct and THEODORA ORINGHER P.C., AND ANDREWS & THORNTON (the "FIRMS") pursuant to the California Rules of Professional Conduct and the Arizona Rules of Professional Conduct on a contingent fee basis, to pursue civil remedies against the manufacturers of prescription opiates and those in the chain of distribution of prescription opiates responsible for the opioid epidemic that is plaguing the CLIENT, including but not limited to filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby. The FIRMS may decide to associate with other co-counsel in the case besides those named in this paragraph. Co-counsel will be bound by the same obligations and covenants as the FIRMS. Any questions or inquiries about the case should be addressed to Joe Dunn, of ANDREWS & THORNTON. CLIENT consents to the participation of the following firms if no conflicts exist, including but not limited to conflicts pursuant to applicable rules of professional conduct.:

FENNEMORE CRAIG, P.C.  
2394 E Camelback Road, Suite 600  
Phoenix, AZ 85016

THEODORA ORINGHER P.C.  
535 Anton Blvd, Ninth Floor  
Costa Mesa, CA 92626

ANDREWS & THORNTON  
4701 Von Karman Avenue, Suite 300  
Newport Beach, CA 92660

2. ATTORNEY FEES: In consideration for the services the FIRM is agreeing to provide, the CLIENT agrees to pay twenty percent (20%) of the total recovery (gross) in favor of the CLIENT as an attorney fee (the "Fee") whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of any costs and expenses. CLIENT grants the FIRMS an interest in a fee based on the gross recovery. If a court awards attorney fees, the FIRMS shall receive the greater of the gross recovery-based contingent Fee or the attorney fees awarded. **There is no fee if there is no recovery.** For the avoidance of doubt, the Fee is calculated from the gross award or settlement in the CLIENT's favor. After the 20% Fee is deducted, costs and expenses are then deducted from the CLIENT's remaining 80% share.

The CLIENT acknowledges this Fee is reasonable given the time and labor required, the

novelty and difficulty of the questions involved, the skill required to perform the legal services, the likelihood this employment may preclude other employment by the FIRMS, the fee customarily charged for similar legal services, the anticipated (contingent) litigation expenses, the experience, reputation, and ability of the lawyer or lawyers performing the services, and the fact that the Fee is contingent upon a successful recovery.

The Litigation is intended to address a significant problem in the community. The Litigation focuses on the manufacturers and wholesale distributors and their roles in placing millions of prescription opiates into the marketplace, which has resulted in opioid addiction, abuse, morbidity and mortality on an unprecedented scale. There is no easy solution and no precedent for such an action against these industries. Many of the facts of the case are locked behind closed doors. The billion-dollar drug manufacturing and distribution industries deny liability. The litigation may be very expensive, and the litigation expenses will be advanced by the FIRMS with reimbursement contingent upon a successful recovery. The FIRMS are therefore taking significant financial risks; the outcome of the Litigation is uncertain, as it is in all civil litigation, with compensation contingent upon a successful recovery.

Negotiability of Fees: The rates set forth above are not set by law but are negotiable, and have been negotiated, between the FIRMS and CLIENT.

3. REPRESENTATION OF OTHER ENTITIES: CLIENT acknowledges that the FIRMS represent other governmental entities against the same defendants. It is possible that such other representation may create a conflict with your interests, including with respect the availability of funds to settle a claim or pay a judgment. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients against the same defendants even if the interests of such clients in those other matters are directly adverse to your interests, including in litigation. We agree, however, that the above consent shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that if known to such other client, could be used in any such other matter by such client to your material disadvantage.
4. COSTS AND OTHER EXPENSES: THE FIRMS and/or the other law firms in association with the FIRMS shall advance all litigation expenses necessary to prosecute these claims. Litigation expenses include but are not limited to expenses or charges for court costs, filing fees, depositions, and expert witnesses. CLIENT agrees that the term "expenses" includes but is not limited to retaining and compensating experts, copying and review of voluminous documents, postage, research, computerized document management, conference calls, jury consultants, travel, and costs relating to the depositions of defendants' representatives, witnesses, and agents. If a matter requires experience or expertise uncommon to the FIRMS, outside counsel may be retained. The FIRMS will be reimbursed FIRMS' reasonable costs associated with the outside assistance. **There is no reimbursement of litigation expenses if there is no recovery. Costs and expenses advanced will be payable out of the CLIENT'S share of any recovery and will not affect the contingency rate or fees due to the FIRMS.** As this is complex litigation, the

FIRMS reserve the right to add any additional counsel, law firms, consultants and experts; however, this will in no way increase the Fee as per the terms of this contract.

5. FEE SHARING WITH CO-COUNSEL: The division of fees, expenses and labor amongst the FIRMS will be decided by private agreement between the FIRMS and subject to approval by the CLIENT. Any division of fees will be governed by the Arizona Rules of Professional Conduct, including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is required by law, the *written* closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the terms of the Arizona Rules of Professional Conduct; and (4) the total fee is *not clearly excessive*.
6. CHARGING LIEN: CLIENT acknowledges that this contingency fee agreement entitles the FIRMS to a lien against the CLIENT'S recovery for reasonable fees, costs, and expenses, governed by ER 1.5(c) of the Arizona Rules of Professional Conduct and Arizona common law. This lien remains in place even in the event FIRMS are discharged by the CLIENT. No lien will be asserted unless the CLIENT receives a recovery from the Litigation via settlement, judgment or otherwise.
7. ABSOLUTE AND INDEPENDENT AUTHORITY OF CLIENT: The CLIENT at all times shall retain absolute and independent authority to decide the direction and disposition of the Litigation and personally oversee and maintain ultimate control of the Litigation, including trial or settlement.
8. COMMUNICATIONS WITH CLIENT: Upon conclusion of the Litigation, COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the CLIENT and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 2-200(A)(1) and (A)(2) of the California Rules of Professional Conduct and in ER 1.5(a)-(e) of the Arizona Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.
9. CLIENT'S DUTIES: The CLIENT agrees to be truthful and cooperative with COUNSEL, to keep COUNSEL informed of any information or developments that may come to its attention that are relevant to the scope of the litigation, to provide reasonable access to information COUNSEL may need in order to effectively prosecute the Litigation, including responding to all appropriate discovery requests, and to attend meetings when reasonably requested by the FIRMS.

## 10. OTHER TERMS AND CONDITIONS

a. Who is Our Client? It is our policy to represent only the person or entity identified in our engagement letter. Unless specifically stated in that letter, our representation of you does not extend to any of your affiliates, employees, officers, agencies, departments, or other governmental bodies under your supervision and control, or any entities in which you own an interest or have supervisory authority. If you are a partnership, our representation does not extend to the individual partners of the partnership. If you are a trade association, our representation excludes members of the trade association. If you are an individual, our representation does not include your spouse, siblings, or other family members. In addition, the advice and communications which we render on your behalf are not intended to be disseminated to or relied upon by anyone else without our written consent.

b. Conflicts.

(i) The firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to your interests, including in litigation. You consent to and agree to waive any conflict of interest that arises out of our representation of such other present or future clients and that you will not seek to disqualify the firm from representing any other client on any matter adverse to you (except for matters substantially related to our work for you), including but not limited to personal injury tort claims against you and procurement or construction related matters. We agree, however, that the above consent shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that if known to such other client, could be used in any such other matter by such client to your material disadvantage. In similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

(ii) In addition, you agree that we may disclose the fact of our representation of you, without disclosing the nature of such representation, to other current or future clients that may be adverse to you for the purpose of obtaining such other clients' consent to any conflict of interest that may be presented by our representation of you and such other client. We will not disclose to the other client any confidential information pertaining to our representation of you.

c. Estimates. Any estimates of anticipated fees that we provide, for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees. Such estimates are not a maximum or minimum fee quotation.

d. Opinions. During the course of our representation of you, we may express opinions or beliefs concerning litigation or various courses of action and the results that might be anticipated. Any such statement is intended to be an expression of opinion only, and should not be construed by you as a promise or guarantee.

e. Client Responsibilities. Recognizing that we cannot effectively represent you without your cooperation and assistance, you agree to cooperate with us and to provide promptly all information known or available to you that is relevant to the subject matter of our representation or otherwise requested by us, including any changes in the name, address, telephone number, contact person, e-mail address, state of domicile or other relevant changes regarding you or your business. Failure to provide requested information could reduce the effectiveness of our representation. It is essential that we be able to reach you when needed. If you affiliate with, acquire, or are acquired by or merge with another company, you agree to provide us with sufficient notice to permit us to determine whether such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger.

f. Representation of Lawyers. We sometimes represent lawyers and law firms, and we are sometimes represented by other lawyers and law firms in matters unrelated to our representation of you. Because we do not believe these representations will materially limit our responsibilities to you or will otherwise adversely affect our representation of you, we do not believe these representations present conflicts of interest, including where any such firm also represents a client whose interests are opposed to yours in either a litigation or transactional setting. If, however, you have any concerns about whether such a relationship exists between this firm and the law firm that represents a client whose interests are adverse to yours in connection with this representation, please ask us whether there is any such relationship and we will attempt to address your concerns. Otherwise, you agree that we may represent or be represented by lawyers or law firms that also represent clients whose interests are adverse to yours.

g. Renewals and Updates. We do not undertake to renew or maintain any trademarks, trade names, patents, UCC financing statements, judgments or other filings unless (i) otherwise specifically agreed upon in writing, and (ii) we are currently representing you at the time such renewal is required. As a matter of courtesy only, we may from time to time voluntarily provide you with notices of future events or activity affecting your rights related to such filings or other documentation we have prepared, but any such notices shall not be regarded as evidence of an obligation to provide them to you or any assurance that such notices will be provided in the future.

h. Termination. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct and our obligation to give you reasonable notice to arrange for alternate representation. The engagement shall also terminate on the completion of our services hereunder. Our relationship will also be considered terminated if no matters are pending and there have been no communications between us for three months or more, unless otherwise agreed to in writing. You will remain obligated to pay for fees and costs incurred prior to termination.

i. Post-Engagement Matters. Unless our engagement is by its nature a continuing one (as when we are initially engaged to handle one of a series of separate matters that will be referred to us in connection with an ongoing project) or unless the engagement letter specifically reflects that our engagement is intended to continue beyond the current matter, our engagement will cease upon completion of the matter for which you have engaged us. Upon conclusion of the tasks we have been asked to perform in connection with this engagement, we will have no duty to inform you of future developments or changes in the law affecting any of your interests including your interests in the matter subject to this engagement. To the extent that we voluntarily provide you with newsletters, documents or information concerning such matters following the conclusion of this engagement, such provision shall be considered a matter of courtesy only and shall not be considered the fulfillment or basis of any duty or the re-establishment of any attorney-client relationship.

j. Retention and Destruction of Documents. Following the conclusion of this engagement, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment of outstanding fees and costs. Our own files pertaining to the matter, which include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work reports, prepared by or for the internal use of lawyers, will be retained by the firm. If you do not request the return of your records, your records will be destroyed following the period of time specified by our document retention / destruction policy. This period may vary depending on the nature of the engagement involved. In any event, all files may be destroyed seven years following the conclusion of the engagement.

k. Fee Arbitration. In the unlikely event of any dispute regarding the amount or payment of fees, we have the right to terminate our legal representation in this matter, subject to our obligation to give you reasonable notice to arrange for alternate representation. We mutually agree that any such fee dispute shall be submitted to mandatory binding arbitration. While arbitration is a faster, less costly and less publicized avenue for resolving disputes, you should know that in agreeing to arbitration, you are waiving your right to a trial by jury. Because of this, you are encouraged to seek the advice of independent counsel before agreeing to these terms. Such arbitration shall be conducted in accordance with procedures established by the State Bar of Arizona before an arbitrator or arbitrators selected in accordance with those procedures, who shall hear and resolve the dispute in Maricopa County, Arizona. The decision of the arbitrator(s) shall be final and binding on the parties. Judgment on any arbitration award may be entered in accordance with the provisions of the Uniform Arbitration Act, as adopted in Arizona, A.R.S. §§12-1501 *et seq.*, and of the Arizona Rules of Civil Procedure. The prevailing party in any such arbitration shall be entitled to an allowance of reasonable attorneys' fees and other costs incurred as a result of the action or proceeding.

l. Mediation. As to any claim or dispute arising out of or connected with our services, other than a fee dispute covered by the preceding paragraph, we mutually agree to attempt in good faith to settle the dispute by non-binding mediation before commencing any legal action or other dispute resolution procedure.

m. Affiliations. Fennemore Craig is a member of one or more networks of independent law firms, such as The Toledo Group, a national network of independent law firms that seeks to share experiences and best practices in law firm administration, management, technology and service. Although a member of one or more such organizations, Fennemore Craig is completely independent and does not have common operations, share fees or collaborate on a pre-arranged basis with other member firms. If collaboration with other independent members of organizations is appropriate to serve your needs, Fennemore Craig will discuss the specific engagement with you.

n. Confidentiality. We will maintain all information regarding your representation confidential in accordance with the Arizona Rules of Professional Conduct. From time to time we may have discussions with other lawyers for the purpose of considering their employment by Fennemore Craig, or law firms for the purpose of considering a potential combination with such law firms. During the course of those discussions it may be necessary to disclose your identity as a client or fee and billing information relating to our representation of you. Such disclosure shall be subject to a confidentiality agreement between us and such other lawyers or law firms, and you agree that we may disclose such limited information for these purposes.

o. Multi-Party Representation.

(i) Under the Rules of Professional Conduct, we are permitted to represent multiple clients in a matter as long as we can adequately represent the interests of each client and each client knowingly consents to the joint representation. If this matter involves our representation of multiple clients, either at the commencement or during the course of the representation, we believe, based on the information available to us at the time of undertaking the joint representation, that there are no conflicts of interest among the clients that would prevent us from undertaking their joint representation. Accordingly, we will share all material information relating to the representation with all clients; although our communications with one or more of you are protected by the client-attorney privilege vis-à-vis all third parties, information any one of you shares with us is not protected by the privilege among yourselves. While the interests of the multiple clients may be similar in many respects, they may not be identical and a conflict may develop at some later date. If at any time you become aware of any conflict or potential conflict between your interests and those of another client, you agree to communicate with us immediately so that we can determine whether we can continue to represent any of the clients. If the parties disagree on any issue, we will ask you to resolve your differences among yourselves, without our assistance. If you cannot resolve your differences, we will not be able to represent any one of you as to that issue. If the differences are serious enough, we may be required by applicable ethics rules to withdraw from the matter completely.

(ii) While our bills may only be sent to one party of the multi-party representation, all parties to the representation are jointly and severally responsible for payment of our fees and costs, unless otherwise agreed to in writing.

(iii) If fewer than all parties have agreed to pay our fees and costs for the benefit of all, those clients who will not be responsible for payment of our fees and costs have consented to our joint representation of all clients notwithstanding that our fees and costs will be paid by one or more of the other clients.

p. Local Counsel. If you have engaged Fennemore Craig, P.C. as Arizona counsel to work with lawyers outside Arizona whom you have engaged for the specific purpose of having overall responsibility for the matter for which you have engaged us (“nonresident counsel”), our responsibility will be limited to consulting with nonresident counsel about matters of Arizona law and procedure. Notwithstanding this limitation, we will undertake any tasks necessary to comply with our obligations under state and federal rules and, pursuant to direction from nonresident counsel, we will undertake other tasks and responsibilities necessary to accomplish the goal of the representation. Performing services as local counsel requires us to review correspondence and pleadings sufficient to understand the tasks we may be requested to perform, fulfill our obligations under state and federal rules, and respond to inquiries from parties, counsel, courts, and governmental agencies. The reasonable time required for these activities will be billed and paid in accordance with these Terms of Engagement.

q. Representation of Attorneys. If you are an attorney or a law firm, our work on your behalf will be limited to the work described in the accompanying engagement letter. Because we may represent clients in business and litigation matters where your firm represents a party with interests adverse to those of our other clients, the potential exists that actions taken by Fennemore Craig on behalf of its clients could directly or indirectly impact you and your firm. Examples are claims of conflict of interest, requests for discovery sanctions, and objections to fee applications. Accordingly, our representation of you and your firm is with the understanding that you consent to any conflict of interest with respect to our representation of other clients with respect to such matters.

r. Representation of Employees and Employers. If we are representing both an employer and employee as joint clients, we have formed a judgment that employee’s and employer’s interests are sufficiently aligned that no conflict of interest is presented by the joint representation. If employer has agreed to pay our fees and expenses for both employer and employee, employee consents to such payment by employer. We urge employee, however, to consult with another attorney of her or his choice about our representing both employee and employer. Either party has the right to discharge us at any time, for any reason. If we learn something from either employee or employer that is relevant and material to the other concerning this matter, each agrees that we will share such information with the other, even if it is something employee or employer would otherwise want to be kept secret. If at some point we believe a conflict exists or is likely to develop between employee and employer, employee agrees that we may withdraw from representing employee and continue representing employer. Moreover, employee agrees that we will be permitted to use information gained from employee to defend

employer, even if the information is something employee would want to be kept secret. Employee also agrees that we will be permitted to use this information if employee discharges us.

s. Insurance Coverage. If the services we are engaged to perform relate to the defense of your intellectual property rights, or other interests in litigation, your comprehensive general liability or other liability insurance may provide some reimbursement for the associated legal fees. You should contact your insurer or broker to determine the nature and extent of any applicable coverage. Our representation does not include responsibility for review of your insurance policies to determine the possibility of coverage for the matters subject to our representation, or for notification of your insurance carriers about the matter. It is the client's responsibility to pay the firm for services rendered and to obtain reimbursement from any insurer, unless we have otherwise agreed with you and your insurer.

t. Representation of Insureds. If our representation of you arises out of a matter for which you have insurance, and your insurance company has agreed to pay our fees and costs, you consent to our representation of you in such matter notwithstanding the payment of our fees and costs by an insurance company. We have accordingly formed a judgment that such payment will not interfere with our independent professional judgment or our relationship with you, our client. Moreover, except as provided below, information relating to your representation will be kept confidential unless you consent to its disclosure.

11. REVIEW AND UNDERSTANDING OF THIS AGREEMENT: CLIENT acknowledges review and understanding of this agreement, having read its contents in its entirety, and CLIENT understands and agrees with all of its provisions. CLIENT acknowledges that the FIRMS and their employees or agents have made no promise or guarantee regarding the successful determination of CLIENT's claim or causes of action or regarding the amount of recovery or the type of relief, if any, which CLIENT may obtain as a result of the Litigation. The FIRMS, their attorneys and this Agreement make no such promises or guarantees. Attorneys' comments about the outcome of the Litigation are expressions of opinion only, and the attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this 17<sup>th</sup> day of APRIL, 2019.

St. Johns, Apache, ARIZONA



Accepted:

FENNEMORE CRAIG, P.C.

1162315.1/81650.01001

2394 E Camelback Road, Suite 600  
Phoenix, AZ 85016

THEODORA ORINGHER P.C.  
535 Anton Blvd, Ninth Floor  
Costa Mesa, CA 92626

ANDREWS & THORNTON  
4701 Von Karman Avenue, Suite 300  
Newport Beach, CA 92660

By \_\_\_\_\_

*Anne Andrews*  
*Lead Counsel*

\_\_\_\_\_ Date

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_



Describe in detail what you want to say to the Board and what action you want the Board to take:

Emergency Management: Discussion and possible action to extend the State of Emergency declared on February 21, 2019.

BOS Meeting Date Requested 5/7/19

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_



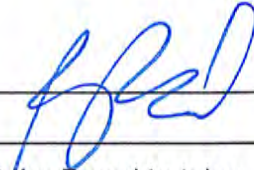
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_



Describe in detail what you want to say to the Board and what action you want the Board to take:

1. Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.
  - Eastern Arizona Counties Organization meeting on May 15, 2019 at 3:00 p.m. located at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
  - The Small Counties Forum meeting on May 15, 2019 at 5:30 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
  - The County Supervisors Association meeting on May 16, 2019 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

BOS Meeting Date Requested 5/7/19

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_



Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: 4/29/19 \_\_\_\_\_



Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

BOS Meeting Date Requested 5/7/19 \_\_\_\_\_

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda. Board Clerk's Initials \_\_\_\_\_

